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The Solicitors' Journal.

LONDON, AUGUST 29, 1868.

OF ALL THE PROVISIONS of the Representation of the People Act, 1867, there was none that more required some explanatory amendment than the 30th section, which relates to the registration of lodgers. No light has, however, been thrown upon it by the Registration Act of this session. We believe that some large amendments were proposed, but they were rejected on the ground that they reopened questions decided last year. Unfortunately the only legitimate means of ascertaining what was decided by the Legislature last year is to consult the language of the Act as passed, and that is by no means clear. Of course the law officers of the Government, having to take the time they did, in order to resist the proposed amendments, were precluded from admitting the language that had been used to be doubtful, and, therefore, from clearing up the difficulties by any amendment of their own. We apprehend, however, that the view which has usually been taken is the correct one—viz., that lodgers must appear before the revising barrister either themselves or by some one on their behalf able to produce the necessary evidence to establish the claim. The 30th section of the Act enacts that "all the provisions of the 38th and 39th sections of the 6 Vict. c. 18, with respect to the proof of the claims of persons omitted from the list of voters, and to objections thereto and to the hearing thereof, shall, so far as the same are applicable, apply to claims and objections, and to the hearing thereof under this section." The previous parts of the section had related, first to the list of occupiers in counties, and secondly to lodgers. As regards the occupiers in counties, any doubt that might have been left as to the manner of procedure has been cleared up by the 17th section of the Registration Act, 1868, which provides for claims being sent in by persons omitted from the list, and for a list of such claimants being published as in boroughs.

The difficulty as regards the lodgers, is to see whether the intention of the Legislature was that all lodgers should be treated as though they had been omitted from some list, although, in fact, their names have been inserted in the only list of lodgers which is required to be made, or whether the provision is only intended to relate to the case of those lodgers whom the overseers may omit.

The editor of Rogers on Elections (page 165 of the new edition) appears to think that the latter may be the result, and that in that case there would be no power at all to object to any person on the list of lodgers, as the power of objecting is entirely a statutable one, and in this case it would have been omitted. It seems to us, however, that the Legislature has said that the proceedings in the case of all claims by lodgers shall be the same as in the case of persons omitted from the first borough list made out and published on the 1st of August by the overseers. Those lodgers whom the overseers insert on the list of lodgers which they have to make out will be in the same position as persons in the second list of claimants published on the 1st of September, and any whose names are omitted from the list of lodgers will be in the same position as persons omitted from the second list also. Such difficulties as are introduced by the word "omitted" and by the word "insert" used in 6 Vict. c. 18, s. 38, appear to be got rid of by the words "so far as the same are applicable." The result is, that the revising barrister must treat the list of lodgers exactly as he has always treated the list of claimants which has been published in boroughs on the 1st of September; that is to say, he will be bound to receive any notice of objection to any name on the list, which may be given in writing to him in court, before the hearing, by any person qualified to object. All lodgers not so objected to will of course be upon the register. Those who are objected to will have to prove their qualification. They will not, we apprehend, have to prove that they gave due notice of claim, if their names appear on the list, as the decision in *Davies* v. *Hopkins*, 6 W. R. 68, 3 C. B. N. S. 376, would appear to be in point. Of course, if they have been omitted from the list they will have to prove the claim.

As to proof of the qualification, it has been suggested that the declaration which, by the same 30th section, taken together with the form given in schedule G to the Act, the lodger is required to make, may be received by the barrister as *primâ facie* evidence. There is, however, no provision for making this declaration to be evidence, and although it would appear from the form that the claim is to be witnessed, it is not provided that it should be witnessed before a magistrate or any official whatever, as is the case in every other statutory declaration admissible in evidence in favour of the party making it. It is inconceivable that it should have been intended by the Legislature that a county voter who has merely changed his place of abode should have to go before a magistrate or a commissioner to take oaths, in order to make a declaration as to his place of abode, and be subject to the penalties of perjury for a false declaration, and yet that a lodger should be able to prove his whole case by making a declaration before any one he likes, and that neither he nor his friend who is to certify his belief in the accuracy of the claim should be liable to any penalty whatever for a false declaration or certificate. We apprehend, therefore, that the revising barristers will require the qualification of lodgers objected to in court to be proved upon oath. It would not be absolutely necessary that the lodger should attend himself, but, in our opinion, some one must give evidence who knows the circumstances of the letting the lodgings. The landlord or his rent collector, or the lodger's wife, or possibly his servant, might all probably be able to depose to the necessary facts. A mere agent, however, knowing nothing of his own knowledge, but merely instructed in the matter, probably would not be able to satisfy the barrister as to the qualification.

In the case of those lodgers who are omitted from the list by the overseers, and who have therefore to prove due notice of their claim, a further difficulty arises, as to whether they must call the attesting witness. The rule of law, as altered by the Common Law Procedure Act, is that an attesting witness need only be called where attestation is necessary to the validity of the document. In the present case the Act does not in terms require a witness to the signature of the claimant. It only requires the claim to be certified. The form in the schedule has a blank for the signature of a witness, but we do not apprehend that the claim would be invalid, if the person who certified his belief in the accuracy of the claim had not actually seen the claimant sign. At any rate there is no express enactment that a claim so made out shall be invalid, and, therefore, we think a revising barrister would be justified in holding it not necessary to call the witness. As there is no means of compelling the attendance of witnesses (except overseers, relieving officers, and other officials) before the revising barristers, a lodger might be in great difficulty if the contrary were held. It would, however, whenever it was necessary to prove due notice of the claim, clearly

be necessary to prove the signatures both of the claimant and of the person certifying the accuracy of the claim.

PENDING THE APPLICATION to the Court of Queen's Bench by Dr. Hardwicke, one of the candidates at the late election of a coroner for the western division of Middlesex, the Middlesex magistrates have declined to pay the coroner's salary to Dr. Diplock, the successful candidate, and, at present at any rate, the officiating coroner. The *Lancet* trusts that the agitation arising out of this dispute may result in some legislative alteration of the manner of electing coroners. We have not always been able to agree with our medical contemporaries upon the subject of coroners; we are therefore the more pleased at being able heartily to concur in the hope thus expressed. The right of electing a coroner remains still, as it was confirmed by the statute of Edward III., in the commons of the counties, which is taken to mean the freeholders, irrespective, of course, of any consideration as to the amount of holding. A freehold of a square inch would entitle the possessor to a vote; besides which there are all sorts of dubious questions as to the right to vote of various freemen, free watermen, free fishermen, &c., some of which arise in the present West Middlesex case. Such an unrestricted, vague, and unregulated franchise is excessively inconvenient, and there can be practically no check on personation and other electoral offences. An Act is wanted, limiting and accurately defining the qualification for this vote. The *Lancet* suggests that the register of freeholders entitled to vote for county members might be applied in the case of coroners' elections, and we can see no objection to this, if the election of the coroner is still to be entrusted to "the commons of the county."

We cannot but think, however, that the time has now arrived for the Legislature to take into its grave and deliberate consideration the question whether the office of coroner ought at the present day to be elective at all. The office is one of great responsibility; its holder has to discharge some of the functions of a judge—in an humble sphere, doubtless, but it is still important that the functions should be discharged efficiently. Does it seem probable that the most efficient man will be pitched upon by the franchise of the freeholders? We own to great doubts upon this point. In the first place, many competent men must shrink from a public candidature attended with much inevitable expense, and many a competent man there must be who shrinks from the notion of canvassing an electoral body of many thousands of freeholders, with the knowledge too that his prospects of success will be much impaired unless he can find it in himself to stoop to some of the meannesses which have made Parliamentary candidature almost a bye-word. There is, therefore, little probability that in any case the list of candidates includes the best of those men who would be willing to serve the office. But, assuming this to be otherwise—assuming that the right man is among the candidates—is it probable that the result of the election will find him at the head of the poll? We fear not. Experience of coroner's elections shows that an overwhelming majority of the electors know and care nothing about the matter, a great many do not trouble themselves to vote at all, and of those whom their own wills or the importunity of the candidates bring to the poll, some vote from wholly improper considerations, some vote for the candidate who has pleased them best irrespective of his capacity for the office, and very few indeed are the votes given honestly by electors capable of judging which candidate has in him most of the makings of a good coroner.

If the election of coroner is to be taken from the freeholders, it must be entrusted either to the executive, that is, the Government, or to the holders of some of the superior judicial offices. A few centuries ago, when the phrase "Government," which is now in everybody's mouth, would have meant nothing if it did not mean the Crown, there might have been some reason for hesitating at any proposal to make such a transfer of elective power. All that is now changed, insomuch that even our contemporary the *Daily Telegraph*, who would, we may suppose, be alive to any apprehension, well-grounded or fanciful, of danger to the interests of what is called "the million," has no suggestion of the kind, but advocates, on the contrary, a transfer of the power of appointing coroners to the Home Department, in the absence of a public minister of justice. To whom the transfer should be made may well become the subject of consideration of a Select Committee, if not of a Royal Commission. It may be that the Home Department would be considered the best trustee of this power, but we would suggest whether, considering that the office of coroner requires a judicial capacity, the selection of coroners might not be entrusted, as that of revising barristers now is, to the judges. The medical profession would perhaps say that this would be unfair to them, as the judges would choose legal candidates, and although the judges might, we feel sure, be trusted to choose competent men, whether legal or medical, candidates of the judge's own profession would, of course, have an advantage, if only from the better chance they would have had of bringing their capacity under his notice.

It is certain, however, that, *cæteris paribus* at least, a man who has had a legal training and has been habituated to the conduct of business before judges, is better qualified than the man of medical training to conduct a coroner's inquiry so as to eliminate the truth most surely and expeditiously, but members of the medical profession might, to great advantage, be employed, as is actually the case in Scotland, to assist the coroners, by the appointment for each district of a staff of competent surgeons.

We have been led to extend our remarks to this length by the painful scenes reported to have occurred upon the inquest held after the late melancholy railway accident at Abergele. The friends of those who met their deaths by this sad disaster may have been somewhat injudicious in their complaints of the manner in which this inquest has been conducted; if so the unhappy circumstances afforded an excuse. That three was, however, ground for complaint is unhappily manifest. A coroner of well-trained capacity should have conducted such an inquest in a far different manner, and the relations of the dead would have been spared much. True that, happily, such an inquest is of rare occurence, but it is the exceptional strains that test the strength of the machine. The coroner in question happens to be a medical man (he is, we believe, a gentleman deservedly esteemed in his own neighbourhood). Had he been bred to the law he would have had experience of how a judicial inquiry should be conducted. Assisted by a solicitor as assessor, the inquest has been better managed. We do not, however, wish to argue from instances. One thing is certain, that there should be a thorough reconsideration of the mode by which coroners are appointed.

THE TOUT SYSTEM at the police and county courts in the metropolis is a most disgraceful fact. The great majority of the people who have business at these courts are of the poorer classes, and have neither the spare means nor the necessity to pay for legal advice. These people are "picked up," as the phrase goes, by a set of idle scamps, and often swindled out of considerably more money (on the pretence of giving legal advice, but really for doing nothing or doing mischief) than a respectable attorney charges for advice and advocacy, where there is a real occasion for legal assistance. The diversity of methods adopted at the various courts in dealing with the matter shows the difficulties they have to contend with. The police courts post notices warning the public, but the only effect of this is that the touts hang about the bars and

the doors of the public-houses in the immediate vicinity, watching for their prey—not daring to venture on plying their disreputable occupation in the passages of the court, for fear of the rough grip of policeman X. At the county courts the touts are a source of much annoyance to the profession, the public, and the officials, and how to deal with them has often been a question. In some courts the plan has been adopted of appointing a man as a sort of substitute for the touts. This man is authorized to sit in the part of the office allotted to the public and to fill up forms, for which certain specified charges are made as the man's remuneration. The appointment is altogether extra-judicial, but it seems to produce a better result than that produced by the *laissez faire* system. Where the touts are entirely let alone it is no uncommon occurrence for them to have a "free fight" over a victim. During the last few days the Lambeth police court has been twice invoked to settle cases of fights between touts in the immediate vicinity of the Lambeth County Court, where the *laissez faire* system makes them far more numerous than agreeable. The authorities at the courts have no easy task to perform in the matter, seeing that they have to choose between making an appointment, which they have no legal right to make, and having their offices and passages infested by a set of fellows who are a nuisance to all having business there. The evil might be to a great extent destroyed by the Treasury authorizing the appointment of a clerk to fill up forms at a small charge for people who are unable to do it for themselves, and by having a policeman outside to warn suitors agianst being "picked up.

At the Bromley County Court recently, a learned gentleman complained that he had been a dozen times to the registrar's office before he could obtain for a client a sum of some forty pounds which had been paid in to his credit. The registrar was on each occasion absent, and his clerks were not prepared with sufficient cash. The learned gentleman very properly observed that a county court cash office ought to be like a well-conducted bank, always supplied with money enough to meet legitimate demands.

The manufacturers and operatives of the Staffordshire Potteries have just formed a court of conciliation and arbitration for the settlement of disputes in the trade. The court consists of ten masters and ten men, the largest number permitted by the Act, 30 & 31 Vict. c. 105.

The *Times* is authorised to state that Mr. Bacon, Q.C., has accepted the Commissionership in Bankruptcy rendered vacant by the death of Mr. Commissioner Goulburn.

The jury empannelled to try the indictment against Madame Rachel having been discharged without giving a verdict, the prisoner remains for another trial at the next session of the Court. We are not about to comment upon the case; indeed, except as to one feature, to which we may hereafter allude, it is of exclusively popular and not legal interest. Moreover, when a dubious question of fact is *ad huc sub judice*, it appears to us to be improper to discuss it. We were sorry, therefore, to find the *Times*, before verdict given, publishing a very one-sided article in favour of an acquittal. It was subsequently rumoured (as it now appears, without cause) that the majority was 11 to 1 against the prisoner, the minority being, it was said, a personal friend of hers. Our contemporary, therefore, made matters worse by publishing another article in which it roundly sneered at the eleven who dared to disagree with itself, and deduced from the evidence its own reasons why they should have done nothing of the kind. Considering that the evidence in this case will have to be recapitulated before another jury, such publications are much to be regretted.

THE BUSINESS OF THE SUMMER ASSIZE

The last circuit, with the exception of the lingering Northern, is now over, and the common law bar have dispersed, not to re-assemble until *cras animarum*. It may, therefore, be a suitable occasion to review in a collective form the business which has been transactedat this, the closing assize of the legal year, on the several circuits throughout England and Wales. The following summaries are contributed from the respective circuits:—

Home Circuit.

On the whole the business on the last Home Circuit was light. At Hertford and Chelmsford there was no civil business to speak of, only a few causes being entered, most of them being undefended, and the business at each place being disposed of in a few hours. At Lewes the entry was above the average, but the causes were, with one exception, found not to be substantial. That one case, however, relating to rights on the sea shore, was tried for two days without the end of the plaintiff's case being reached, and it now stands adjourned till the end of October, when the trial is to be resumed at Brighton. At Maidstone the entry (28) was perhaps one or two beyond the average, but here again they were quickly disposed of, and a considerable number were undefended. The Guildford list (137 in number) we have already remarked upon.* The heavy cases, which were not numerous, were mostly disposed of out of court; and as regards the rest of the list, it was what is usually called rotten.

Northern Circuit.

The circuit has been in some respects remarkable. Before it commenced an anticipation prevailed that on account of the approach of the elections, and from some other causes, the amount of business would be comparatively small.

As a matter of fact the cause list at Manchester fully equalled the average, there being 67 cases set down for trial. The list was in other respects, as well as in number, a good one. The cases were mostly tried out, and there were probably fewer references to arbitration than is usual.

At Liverpool the cause list, consisting of 114 cases, was exceptionally large. Here again the character of the causes was good, and there was a marked absence of such actions as those for seduction, slander, or breach of promise of marriage. The cases have not yet been all tried through, and a good number will probably be compromised or withdrawn or referred to arbitration, as there certainly is a general wish to bring the assizes to a close by the middle of next week.†

It is possible with these facts before us to form some conjecture as to the effect of the recent County Court Act on business in large towns. Its effect is—firstly, to banish altogether from the superior courts what are termed speculative actions, and more especially actions for slander. It is further to be noted that such actions are, in Liverpool at least, almost put an end to, since the business of the county court has been, it is said on good authority, but very little increased. The second effect is—by banishing cases which ought not to be tried, to increase the number of "good" causes. Actions have been, and are constantly, not brought, simply because the attorneys knew that they would not be really tried Even as it is there is an immense amount of law business both at Liverpool and at Manchester which is settled by private arbitrators. Were large local courts established, or justice by other means made more accessi-

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* *Supra*, 841.

† This summary was written last week.

ble to the public, it is probable that numberless cases now not very satisfactorily settled by private arbitration would come before the Courts.

Midland Circuit.

The assizes for the Midland Circuit finished this week, having commenced on the 8th of July at Warwick. The work, with the exception of that at Leeds, has not been heavy, and at many of the towns the business has been finished some time before the day appointed for opening the commission at the next place. At Warwick 8 causes were entered, 3 of which were tried by special juries, and the calendar contained 26 prisoners. The only case calling for notice was that of a woman who was tried for making a false entry in a marriage register, and the real issue was, whether the prisoner had on a certain day actually married an old man with whom she had long lived as housekeeper, or whether she had gone through the ceremony with a man whom she procured to personate him. There was a great conflict of evidence, the witnesses for the prosecution strenuously supporting the latter hypothesis, and those for the defence as positively swearing to the former: the jury acquitted the prisoner. At Derby there were 7 causes, 4 being special juries and 21 prisoners. Of these one case was interesting as illustrating the involved or contradictory state of the marriage laws of the three kingdoms. We allude to the case of Fernando, who was found guilty of bigamy. The second marriage was clearly proved, and the third case turned upon the validity of the first marriage. Fernando was a Roman Catholic, and the ceremony of the first marriage was performed in Ireland by a Roman Catholic priest, the lady being a convert to that faith. It appeared upon the trial that, by an Irish Act, it is penal for a Romish priest to celebrate a marriage between two people who have not both been professed Catholics for a year before the marriage, and the marriage is itself void; the defence in this case was that the lady had not been a professed Catholic for a year before the marriage. From this it would seem that the question whether a person is guilty of such a serious crime as bigamy, and whether a marriage is valid or invalid, may depend on so abstruse a matter as whether the parties to the ceremony have held certain tenets for the space of a year or not. Surely such a state of things is not creditable to a country like England! At Nottingham there were but 11 prisoners and 7 causes, and at Lincoln there were 9 causes and 30 prisoners. Of these the only serious case was the trial of Lucy Buxton for the murder of her child: she was found guilty and sentenced to death, but her punishment was afterwards commuted to penal servitude for life. At York there were 18 causes, a rather heavier list than usual, and 25 prisoners. At Leeds the calendar was rather light, there being 79 prisoners, and but few of them charged with serious offences. There were 69 causes, 23 being special juries. This list, though not particularly long when compared with those of former assizes, took a long time to try, and the judges were occupied in the town for more than a fortnight. It has been often noticed that fewer cases are settled or referred in Yorkshire than in other county in the kingdom, almost all the actions being tried out to the end, and the greater part of them involving a direct and irreconcilable conflict of testimony. Of these actions 31 were for breaches of contract, and there were three ejectments. Of the remainder, 11 were against railway companies for negligence, most of them being cases of personal injury to passengers. The sums in dispute were, on the whole, not very large, though in one case, that of *Rangeley* v. *Wright*, the plaintiff recovered £1,317 for money lent, and in *Clay* v. *The Lancashire and Yorkshire Railway Company* the plaintiff recovered £1,500 for personal injuries; at the same time there were but few very small actions, and in but 12 cases did the plaintiff recover less than £50; one of these was an important trial of a right to a watercourse, in which the judge at once certified for costs. There was but one case of libel, one of slander, and one for false imprisonment. From this it would seem that the New County Court Act is doing its work, and has already begun to lighten the labours of the Superior Courts.

Oxford Circuit.

The following is a list of the business on this circuit during the late assize:—

Abingdon, 2 special juries; Oxford, 2 common juries; Worcester, 4 special, 1 common; Stafford, 9 special, 14 common; Shrewsbury, 2 special, 5 common; Hereford, 6 common juries; Monmouth, 8 special, 5 common; Gloucester, 9 special, 10 common. In all 34 special and 43 common.

The cause lists were on the whole rather above the average, and the cases, though not tried out, were for the most part sound. In estimating the effect which the County Courts Act, 1867, has had upon the circuit business, it is material to observe that whereas the business at the Spring Assizes when the Act was not in full operation was below the average, the business at the Summer Circuit when the Act was in full operation was rather above. On the whole, therefore, it would seem that the County Courts Act has not diminished that class of cases which are usually tried at the assizes on this circuit.

Norfolk Circuit.

The last commission day on the Norfolk Circuit was Friday, the 7th of August, when the judges reached Ipswich. We are now, therefore, in a position to estimate the business of the circuit, and the effect produced upon it by the late County Court Act. There were, in all, 48 causes, which is about the usual number—if anything, rather below it; of these, however, one-half were special jury causes, and those which were marked for trial by common juries mostly involved real matters of dispute. Though, then, the tendency of the recent Act may have been slightly to reduce the number of causes entered, it would seem that the causes themselves are generally of a substantial character. The list on the Norfolk Circuit has always been a scanty one, but this fact, though not very encouraging to the bar, should be satisfactory to suitors, for on no circuit are cases more fully tried out, or less frequently referred. There is no fear of your case being unexpectedly reached through the breaking up of a long but rotten cause-list, and there are no remanets. The circuit includes no less than nine counties, so that nine days are spent in opening commissions, and the bench and the bar are perpetually on the move. Rutlandshire and Huntingdonshire only contributed one cause each, with criminal business in proportion; and it really does seem absurd that all the costly machinery of a separate assize should be brought to bear on such an insignificant amount of business, especially when Rutlandshire could so easily, for assize purposes, be attached to Leicestershire, and Hunts to the county of Cambridge. In the same way, Bedfordshire might be conveniently attached to Bucks, and, as they contributed only seven causes between them, there would be no risk of creating an excess of business at one place. At all events, the present arrangement is a great waste of time, money, and judicial strength. Cambridgeshire headed the list with 12 causes, a larger entry than has been known there for many years; Norfolk, with 10 causes, fell rather below the average, and Suffolk contributed only 7. The only other places within reach of London where the commission day was so late as in Suffolk were Bristol on the 7th and Gloucester on the 8th; but as Ipswich is more conveniently situated than either of them with reference to London, we should have expected to find causes entered there which were too late for the last commission day on the Home Circuit—viz., at Guildford, on the 28th of July.

Western Circuit.

The business of the Western Circuit, just concluded, has been light. The total number of causes was 60,

being four less than the number at the last Spring Assizes. The numbers were—Winchester 8, Salisbury 4, Dorchester 4, Exeter 16, Bodmin 2, Wells 8, Bristol 18. Several of the causes were remanets from the Spring Assizes, to which too short a time was assigned, and, excluding these, there is a falling off in the business, principally at Winchester, Bodmin, and Bristol, which are all below the average in the number of causes entered. Out of the 60, 23 were marked for special juries. Owing to the small amount of civil work and the lightness of the calendars, the work of the assize was got through without difficulty in the time allotted, the learned judges only requiring assistance at Exeter and at Bodmin, to which place Mr. Justice Mellor, on account of illness, did not go. In consequence of this causes have had a better chance of being tried to an end; but still these statistics very forcibly illustrate some of the evils of the present system. How long, for instance, are two judges and a number of barristers to be obliged to go to such an out of the way place as Bodmin to try ten causes and seventeen prisoners, half of whom should have been disposed of at sessions. Having to attend so many places at such a distance from one an other is, of course, a heavy fine on the members of the bar; but more than that, as we have before pointed out, it is productive of great uncertainty and delay to the suitors, and very great waste of time in going from one place to the other. This time would be utilized by centralising the work at three or four places, at a great saving of expense to the counties, and, in these days of railways, at but slight inconvenience, if any, to the jurors. To take an example, Plymouth would be a much easier place for the majority of Cornish jurors to get to than Bodmin, and would probably make the most convenient assize town for Cornwall and part of Devon. By selecting three or four central towns, irrespective of the artificial divisions of counties, and having regard only to convenience of access, the Western Circuit (if circuits are to continue) might be made much more efficient for the determining of causes, and (provided sessions cases were sent to the sessions) much more convenient also for the trial of such criminal cases as should be tried by a judge.

The calendar for the county of Somerset has always a summary statement of the offences with which the prisoners for trial are severally charged, besides other statistics, prepared, we believe by the governor of the Somerset county prisons. From the last calendar we learn that the number of prisoners for trial at Wells at the last assizes was 35, against 37 at the corresponding period last year. Of the 35, 4 were women, 3 of whom were charged with the now too common offence of concealment of birth, and the fourth with perjury. Of the 35 prisoners, 14 were charged with offences that can be tried at sessions. The other charges were generally serious, including 1 for murder, 3 manslaughter, 3 concealment of birth, 2 rape, 1 assault with intent, and 3 bestiality cases. Ten of the prisoners were on bail, and their degree of instruction was not set out; of the remainder, 3 were well educated, 6 quite uneducated, and the rest imperfectly so; but, apart from the general bad education of the prisoners, we have not found it possible to institute any comparison between the crimes and the degree of education of the persons charged.

North Wales Circuit.

At Newtown there were two causes tried at the last assizes—viz., an undefended action of ejectment, and an action involving the right to use a pump. At Dolgelly, Ruthin, and Mold there was no civil business. At Carnarvon there were 5 causes set down for trial. One was an action by an engineer against a railway company for wrongful dismissal, which resulted in a verdict for the plaintiff for £150 damages. Another was an action by a surgeon against a slate company for a sum of £70 for attendance on the men employed at the quarry, which resulted in a *stet processus* being entered. The third was an action between father and son, involving matters of account, and was referred. The fourth was an action against a railway company for delay in delivering pigs, whereby a market was lost, which was settled; and the last was an action for breach of promise,—also settled.

At Chester there were 8 causes entered for trial, of which one only was tried by a special jury. That was an action upon a fire policy for £200, which resulted in a verdict for the plaintiff. Of the common jury cases, one was an action for seduction, which ended in a verdict for the defendant, one was referred, and the others resulted in verdicts for plaintiffs.

South Wales Circuit.

The business in this circuit at the assizes just concluded was, on the whole, below the average. With the exception, however, of the important county of Glamorgan, the South Wales counties, taken singly, are not sufficiently populous to afford any fair average number of causes, though heavy cases involving questions of rights of common, claims to fisheries, &c., from time to time crop up, and are generally fiercely contested. On the last occasion Pembrokeshire supplied one cause only—an action between landlord and tenant, not very important in its character, in which the judge declined to certify for a special jury. Cardiganshire contributed nothing. In Carmarthenshire two cases were entered for trial. One was a long dreary action of trespass between neighbours, involving the ownership of a hedge and ditch, which occupied two whole days, being most patiently tried out to the end by the learned judge. The second was brought to recover the amount due on certain promissory notes, and turned out to be undefended. There was a third action involving some alleged manorial rights, but in which the record was not entered. At Brecon three causes were confidently anticipated; but one, a breach of promise of marriage, was compromised; another referred by the judge at chambers, and the third settled; in the result no cause was entered for trial. Presteign was a blank. A cause in Radnorshire is of rare occurrence, and considered quite "a godsend" by the bar. The Glamorganshire list contained nominally seventeen causes, but five of these were remanets. The twelve new causes were not generally of an important character, and a considerable proportion of them were settled out of court. The Spring Assizes had been unusually heavy. The calendar of prisoners occupied more than a week, though the learned judge, Baron Pigott, worked hard to get through it, and had considerable assistance in the effort. It was impossible, in the remaining period allowed for the assizes, to try an unprecedented entry of twenty-five causes, nearly all fighting cases. When remanets have been made in Glamorganshire, it has generally had an injurious effect on the entry at the following assizes. Important mercantile cases, moreover, are now often tried at Cardiff and Swansea in the county courts; and the circuit is frequently deprived of causes which fairly belong to it, by their being taken to Bristol or Gloucester for trial.

THE LEGISLATION OF THE YEAR.

31 & 32 Victoriæ.

Cap. IV.—*An Act to amend the Law relating to Sales of Reversions.*

Previously to this Act, it was a fixed rule of equity that purchases made of heirs, reversioners, or expectants should be set aside upon the mere ground of under value, apart from fraud. Thus, however open and above-board the dealing between the two parties might have been, and however untainted the purchaser's conduct might have been by any suspicion of anything like fraud, the Court of Equity was bound by this inexorable rule to avoid the transaction, at the vendor's instance, if he could show that the price paid amounted to less than the

market value of the property. This rule was manifestly bad and inconvenient. Reversioners retain protection only against fraud or unfair advantage taken, and, fraud or unfairness apart, there is no reason why reversioners should not sell their reversions upon the same terms as the owners of possessory interests. Probably this old rule was no boon to the class at whose protection it aimed; the most honest purchaser of a reversion could not feel sure that he would be able to keep his purchase, and thus the actual marketable value of these properties was depreciated, and *bonâ fide* investors were deterred from purchasing reversions; all this made to the disadvantage of the reversioners and the profit of a less honourable class of purchasers. The same policy, or change of policy, which led to the repeal of the usury laws has now led to the abrogation of this old rule. In various cases the rule was characterized with disapprobation by judges who were bound to act upon it, and in *Edwards* v. *Burt*, 2 D. M. & G. 55, its operation was thought to be particularly inequitable. For the Act abrogating the rule we are indebted to Sir Roundell Palmer.

The Act came into operation on the 1st of January last, and (section 3) excepts from its operation any purchase concerning which any suit was then pending. It applies, therefore, to transactions which took place before that date, which were not at that date in litigation.

Its scope is of the amplest, for by section 2 the word "purchase" is to include "every kind of contract, conveyance, or assignment under or by which any beneficial interest in any kind of property may be acquired."

The old rule is abolished by the operative part of the Act, section 1, which enacts that "no purchase made *bonâ fide* and without fraud or unfair dealing shall hereafter be opened or set aside merely on the ground of undervalue."

The question which is doubtful as to the effect of this enactment is this—what will the Court of Chancery consider to be a transaction "made *bonâ fide*, without fraud or unfair dealing?" For instance, suppose that a spendthrift reversioner, in want of money, sells or mortgages his reversion to a great disadvantage, the purchaser, aware of his position, screwing him down to the utmost, but not practising any misrepresentation, concealment, or "fraud." Would the Court relieve the vendor against the hard bargain which his own folly and extravagance had led him into? The Act has passed so recently that there have been no subsequent decisions deciding this, but the judgments in one or two previous cases supply a sufficient answer to the question. Before the Act as to purchases of interests in possession, the Courts seem to have considered that if a spendthrift of mature age, and with no incapacity, chooses to enter into a bad bargain with a usurer, the Court will not, merely because his need has enabled a usurer to press him hard, help him to avoid the transaction (*vide* Wood, V.C., in *Tynte* v. *Beavan*, 13 W. R. 172, 2 H. & M. 295, and Lord Chelmsford in *Webster* v. *Cooke*, 15 W. R. 1001*); if the vendor were under any disability (as if he had only just attained his majority for instance) that would be another thing. And it seems that this Act has placed the reversioner in such a case exactly on the same footing as the seller of a possessory interest. The answer, therefore, will be—if the purchaser has taken advantage of the seller's youth, ignorance, or incapacity for business, the Court will relieve; but if the vendor was of mature age and competent to know what he was doing, the Court will not help him.

Since, before the Act, reversioners could get their property back by proving mere undervalue, without fraud, vendors who could not fix their purchasers with fraud; often struggled very hard to convince the Court that the interest they had parted with was reversionary. Sir Roundell Palmer's Act will save the Court from being troubled with those questions.

Cap. XI.—*An Act to make further provision for the despatch of business in the Court of Chancery.*

When the Act 14 & 15 Vict. c. 83, which originated the Lords Justices' Court, was passed, it was anticipated and intended that the Full Court of Appeal, the Lord Chancellor and the two Lords Justices, would sit together as one court, separating merely upon great pressure of business. In the practice of later years the Lords Justices have sat together daily by themselves, the Lord Chancellor holding his sittings by himself, and with less frequency; and the three Chancery appellate judges have sat together only upon cases of unusual complication or importance. In 1867 the appeal business in Chancery having unavoidably got into arrear, the Act 30 & 31 Vict. c. 64, was passed, empowering the Lords Justices to sit severally, each by himself, as judges of appeal, provided that "no decree made on the hearing of a cause, or on further consideration," should be so reheard by them. The object of this proviso, of course, was to prevent an appeal to one judge alone from a decision definitively pronounced upon the whole merits of a case by the Court below; and, as Mr. Hinde Palmer, Q.C., pointed out in a pamphlet on the Court of Appeal in Chancery, now that, since the 15 & 16 Vict. c. 86 (s. 15), causes may be brought to a hearing by simple motion for a decree, instead of employing in full the old machinery of answer and replication, a decision made upon motion for a decree is just as solemn and just as definitive as one made after all the old process, now seldom resorted to, had been gone through. The Lords Justices (Lord Cairns and Rolt), however, on July 31st last, gave it as their opinion, *apropos* of the case of *Baxendale* v. *M'Murray*, that the words "decree made on the hearing of a cause," in the Act of 1867, did not include decrees made on motion for decree,—in other words, that the Lords Justices might sit singly to hear appeals from decisions pronounced upon motion for decree. As the final decision of the Vice-Chancellors or Master of the Rolls is, in nine cases out of ten, pronounced upon motion for decree, this *dictum* practically annulled the restrictive proviso of the Act of 1867. The present Act, therefore, provides that the Lords Justices, sitting singly, are not to rehear any "decree or decretal order made upon motion." The Act came into operation last March. Its effect, therefore, is to restrict the appeal to a single Lord Justice to the interlocutory and other less important business.

This is a step in the right direction, but, disapproving *in toto* of appeals from one judge to one judge, we should have given a heartier welcome to a total repeal of the Act of 1867.

RECENT DECISIONS.

EQUITY.

OF THE LIABILITY OF A FIRM FOR THE ACTS OF A PARTNER.

St. Aubyn v. *Smart*, V.C.M., 16 W. R. 394, L. R. 5 Eq. 183.

The decision of Vice-Chancellor Malins in this case has now been affirmed by the Lord Justices. The case is one of some interest and importance, the question being, whether one partner in a firm of solicitors was liable to repay a sum of money received by the other partner, who had misappropriated it, or in other words,

* In *Wyatt* v. *Cooke*, 16 W. R. 502, Stuart, V.C., characterized this decision of Lord Chelmsford's as not quite reconcileable with the previous decisions, and as one which he could not follow. The Vice-Chancellor, however, seems to have misunderstood the case before Lord Chelmsford. In *Wyatt* v. *Cooke* the vendor was a youth who had only just attained twenty-one, while the vendor in *Webster* v. *Cooke* was "a man of mature age, and well acquainted with the world," so that the two cases were radically dissimilar. *Wyatt* v. *Cooke* has since been affirmed by Lord Cairns, upon the ground of the vendor's youth and inexperience.

whether the receipt of one member of the firm was constructively the receipt of the firm so as to be binding on the other members of it. We will state, but as concisely, as we can, what the case was, which seems to us of some importance.

A. and B., solicitors, in partnership, were employed by the plaintiff, who was an officer on foreign service, to carry on some proceedings in chancery. Under these proceedings a sum of money became payable out of court to the plaintiff. At the suggestion of B., with whom alone the plaintiff had corresponded, the plaintiff gave to B. a joint and several power to receive the money in favour of A. and B. Under this power of attorney B. alone received the money, signed the Accountant-General's receipt in his own name, paid the money into his own private banking account, and soon afterwards absconded. It is to be observed that the bill of costs, which included a charge for the preparation of the power of attorney, was made out in the name of the firm, and the amount of it, when taxed, was paid to A. The bill charged that the money was received by B. in the ordinary course of business, and prayed that A., the remaining partner, might be declared answerable for the amount so received, and might be decreed to make it good. The principle upon which the claim to relief was grounded—namely, that payment to one partner is payment to all (*Biggs* v. *Fellows*, 8 B. & C. 402)—depends upon the rule of law that a receipt for a joint debt by one partner will also discharge the debtor for any claim of the other partners, where the money has been *bonâ fide* paid.

The Court had no doubt that the firm of A. and B., and not B. alone, had been employed by the plaintiff. Their retainer, however, by him only extended to their employment in such matters as are within the ordinary business of a solicitor. The decision then rested on the answer to the question, whether it is in the ordinary course of partnership business of solicitors to receive money on account of their clients. If it is, then the firm would be held liable; if otherwise, then the remaining partner ought not in equity to be made to suffer for an act of his partner which was *ultra vires* of the partnership, which we assume to be formed solely for carrying on the business of solicitors. Now, speaking generally, it is not the business of a solicitor to receive money for a client. That is the business of a collector, or a scrivener, as the case may be. But where the money is to be received in connexion with or in pursuance of anything done by a solicitor in the ordinary course of business, then it appears it is the ordinary business of the solicitor to receive it. *Blair* v. *Bromley*, 2 Ph. 359, is a leading case on this point. In 1829 a client paid into the joint banking account of a firm of solicitors a sum of money for investment on mortgage. The firm was dissolved in 1834. In 1841 the interest on the mortgage ceased to be paid, when the client found out that one member of the firm had drawn out the money so soon as it was paid in, unknown to his partner, and had never effected the mortgage. On a bill filed by the client against the partner to make him liable for the money so misappropriated, Lord Cottenham, C., held, affirming Sir James Wigram, V.C., that even assuming the innocent member of the firm to have been personally ignorant of the fraud, and to have received no benefit from it, yet he was bound by the representation of his partner that the money was properly invested, such representation relating to matters within the scope of the business of the partnership, and amounting, therefore, to a guarantee by the firm to the client that he should be placed in the same situation as if the partner's statement that the money was invested were true. Here we see the Court held that it was part of the ordinary business of a solicitor to receive a client's money for investment or mortgage: and we know that it is a matter of every day business with solicitors to do this, and to receive money payable out of Court for the client, as in the present instance. *Sadler* v. *Lee*, 6 Beav. 330, was a similar case: a customer gave to his bankers a joint and several power to sell his stock, under which one of them sold it, and the rest were held liable.

With reference to the Statute of Limitations as a bar to claims of this nature against firms. In *Bates* v. *Scales*, 12 Ves. 402, Sir William Grant intimated that the misrepresentation that the stock had actually been purchased amounted to a guarantee that it had been purchased. The case must be viewed as if the fund had been properly invested, and misappropriated on the day in which the discovery of the fraud took place, so that time began to run only from the discovery of the fraud. The bill in this case, as in *Blair* v. *Bromley*, merely asked that the defendant might be held liable for a certain fixed sum, and did not pray for an account. Probably there was concurrent jurisdiction in law, or at least would have been, but for the Statute of Limitations, which would probably have been held a bar at law. But the misrepresentation raised an equity to restore the parties to their original position, or at least as nearly as possible to the same position in which they would have stood but for the misrepresentation. Damages at law might be a very inadequate remedy for this, and hence the equity of the plaintiff.

The Jurisdiction of the Charity Commissioners.

Ex parte Tamworth School, L.J., 16 W. R. 773.

The decision of the Lords Justices in this case was declaratory of the jurisdiction of the Charity Commissioners over a fund devoted to charitable purposes, but which there is a power of withdrawing from the charity, at the discretion of an individual, so long as it continues to be devoted to those charitable purposes. The question arose under the following circumstances:—A sum of £6,000 was vested in trustees (of whom the present Sir Robert Peel afterwards became one, and is now the sole trustee), upon trust to lay out the income of it in or towards the maintenance and support of a school at Tamworth. The testator who created this trust by his will, empowered by a codicil the person who should be for the time being entitled, as devisee under his will, to the enjoyment of the family estates, at his pleasure to discontinue the charity and apply the funds to any purpose he might think fit. The present Sir Robert Peel had been for some time past in possession of the family estates as tenant for life, under the will, and entitled to exercise the power of discontinuance, but had not done so; and the entire income of the £6,000 continued to be applied to the support of the school. The Charity Commissioners applied for an account of the charity during the two past years, which Sir Robert, who denied their jurisdiction, refused to supply, and hence the present application, which was a motion, under section 14 of the Charitable Trusts Act, 1853, to commit Sir Robert for contempt, in refusing to furnish the accounts, the motion being made as a convenient mode of testing the question of jurisdiction.

The reader will remember that under the interpretation clause of the Act of 1853 (s. 66) the jurisdiction of the commissioners extends to "every endowed foundation and institution taking or to take effect in England or Wales, and coming within the meaning, purview, or interpretation of the statute of 43 Eliz. c. 4, or as to which, or the administration of the revenues or property whereof, the Court of Chancery has or may exercise jurisdiction;" the last words being read by Sir Roundell Palmer, with the assent of the Court, as meaning jurisdiction *quâ* charity, and not jurisdiction over persons *quâ* trustees.

The question, therefore, was whether the charity could be said to be an endowed foundation within the meaning of the Act, where it was in the power of one designated person to suppress it at any moment. The Court was of opinion that the jurisdiction of the commissioners did extend to such a foundation. Until the trust was arrested by the person empowered to do so, the

trustee was bound to produce his accounts to the commissioners at the instance of any person interested in the matter who thought fit to set the commissioners in motion; and the fact that the trustee of the charity was also the person designated by the founder to annihilate it at his pleasure made not the slightest difference with regard to the right of the commissioners to require production of the accounts while the endowment does last. The power of the commissioners to demand accounts, we may observe in passing, rests on the 6th section of the Amendment Act, and merely enables the commissioner to demand the accounts. When the accounts are so obtained, anybody who is interested in the charity can obtain inspection of them.

It was contended, on behalf of Sir Robert Peel, that a charity determinable at the pleasure of a given person could not be treated as an "endowment" within the Act. But an endowment need not necessarily be an endowment out and out. "A charity," as Lord Justice Wood is reported to have said, "is none the less an endowment because it may or may not last throughout all time; it is none the less an endowment for the time it does last." It was sought to bring the case within the principle of *Morice* v. *Bishop of Durham*, 9 Ves. 399, where the fund was apparently destined either for charitable objects or for other purposes. The Court felt itself unable to say how much was intended for one class of objects, and how much for the other, on the ground of the uncertainty of the whole provision; and therefore declined to fix any part of the fund with a charitable purpose. In the case before us, however, the charitable purpose was sufficiently indicated, and only the duration of the charity remained uncertain. The destination of the fund was clear up to the period when the person designated thought fit to put an end to the charity; and, that being so, it followed that until that person exercises his power, the commissioners were entitled to demand the accounts of the charity.

COMMON LAW.

DEFAMATION—JUSTIFICATION—TRUTH—INUENDO.

Watkin v. *Hall*, Q.B., 16 W. R. 857; *Biggs* v. *Great Eastern Railway Company*, C.P., 16 W. R. 908.

The wrong called defamation is divided into two branches: defamation by writing or printing called libel, defamation by words called slander. There is a great difference between the liability for these two kinds of wrong. Any defamatory statement published of a person, in writing or printing or other symbols, is *primâ facie* actionable without any special damage. Defamation by words, no matter how gross or malicious, is not actionable at all unless it produces pecuniary damage or falls within one of three classes of cases in which the law implies damage. If, however, this distinction is once removed, as if the slander cause actual damage or is of a kind from which the law implies damage, then there is but little if any difference between the written and the spoken defamation. The plaintiff's claim for damages is put forward in either case in the same way, and that which will be a justification for the publication of the statement in one form will always justify it in the other. The form of pleading therefore to a declaration is the same whether it allege a libel or simply a slanderous statement.

It is always an answer to a declaration for libel or slander that the words complained of are true, "not because the fact that the statement is true negatives the charge of malice (for a person may wrongfully or maliciously utter matter though true, and thereby subject himself to an indictment), but because it shows that the plaintiff is not entitled to recover damages. For the law will not permit a man to recover damages in respect of an injury to a character which he does not or ought not to possess" (*McPherson* v. *Daniells*, 10 B. & C. 263).

Such being the general rule as to justifying a defamatory statement on the ground of its truth, the cases of *Watkin* v. *Hall* and *Biggs* v. *The Great Eastern Railway Company* are good illustrations of the extent to which the truth is a defence in such actions. In the former of these cases the declaration charged the defendant with speaking the following words:—"You have heard what has caused the fall, I mean the rumour about the South Eastern chairman having failed." The inuendoes alleged that the defendant was alluded to as the South-Eastern chairman, and the fall meant a fall in value of the shares of the South-Eastern Railway Company; special damage was also alleged.

The defendant pleaded that in speaking these words he meant, and was understood by the bystanders to mean, that there had been, and there was a rumour then current, that the plaintiff had failed, and that it was true that there was such a rumour. There was a demurrer to this, on the ground that the defendant admitted it was not true that the plaintiff had failed, and that the existence of a rumour to that effect did not justify the defendant in repeating it. The Court held the plea bad. Blackburn, J., says—"the fact that other people had spread the report before it was repeated by the defendant does not disentitle the plaintiff from recovering damages for the unlawful repetition and spreading of such a report."

In *Biggs* v. *The Great Eastern Railway Company* the declaration alleged, setting out *verbatim* the contents of a printed placard, that the defendants printed and published of the plaintiff that the plaintiff had been charged with having travelled in a first-class carriage on the defendants' railway without first paying his fare, and that he was convicted of the offence and fined—*inuendo*, "thereby meaning that the plaintiff had attempted to defraud the defendants." Plea, following the words of the alleged libel, that the plaintiff was charged with having travelled in a first-class carriage on the defendants' railway, without first paying his fare, and was convicted of the offence, and fined, as in the declaration mentioned. No notice was taken of the *inuendo*. Demurrer, on the ground that the plea did not justify the publication of the words in the sense alleged. The Court held that as there could not have been a legal conviction without an attempt to defraud the defendants, the plea was good, as the *inuendo* was in effect mere surplusage, and added nothing to the legal effect of the declaration.

There was much more difficulty in this case than in *Watkin* v. *Hall*, where the law was clear enough, even without that decision. The difficulty was this:—If A. accuses B. of having committed a crime, as of having stolen a horse, and B. brings an action for this slander, it would be a bad plea that B. had been duly convicted at the old Bailey of stealing a horse. Such a conviction being *res inter alios acta* would not prove anything in the action between A. and B. If, however, A. says that B. was convicted of stealing a horse, and implies by that form of words and intends, and is understood to mean, that B. did in fact steal a horse, then the plea that B. was convicted is a good plea; and B. cannot raise any other issue on this plea, except whether or not he was so convicted, and if the plea is proved the defendant will be entitled to a general verdict. In these two cases which we have put, the meaning of the statements complained of is precise the same, although the form of words in which it is conveyed is different. The consequence of this difference in form (the choice of either form being in the defendant's option), is that a fact which would not even be evidence at all in the one case is a clear defence in the other.

There are as many, if not more, arguments in a strictly technical point of view against the validity of the plea in *Biggs* v. *The Great Eastern Railway Company* as there are for it, although the balance of practical convenience is perhaps in favour of the present decision. It was one of those cases which constantly arise, in which a difficulty is experienced in applying a well-known principle of law.

It is very desirable that there should be as few of these moot points in existence as possible, but it is often of but little consequence which way such points are decided. There is often as much to be said on the one side as on the other, but when one view is finally adopted there is no longer any of that uncertainty which is the greatest evil with which any branch of law can be infected. *Biggs* v. *The Great Eastern Railway Company* will probably be often cited hereafter until it is either overruled or finally acquiesced in, it being at present the only reported case upon the precise point there decided.

ALTERATION OF DEED UNDER SECTION 192 OF BANKRUPTCY ACT, 1861.

Wood v. *Slack*, Q.B., 16 W. R. 859.

We noticed a short time ago (*ante* 843) in commenting upon the case of *Hanbury* v. *Lovett*, the general rules respecting the legal effect of an alteration of an instrument after it has been completely executed. These rules apply generally to all classes of instruments. In *Sellin* v. *Price*, 15 W. R. 749, it was held that the addition to a deed under section 192 of the Bankruptcy Act, 1861, after registration, of a schedule of names of creditors, debts, &c., is such a material alteration as will render the deed invalid. In *Wood* v. *Slack*, the plaintiff endeavoured to extend this doctrine to a case where the creditors of the defendant added their names to a schedule of a composition deed after its registration. It was held that the deed was not thereby invalidated, as no alteration was made in the legal effect of the instrument. "By inserting their names in the schedule, they," the two creditors, "do not become more bound than they were before, and the alteration leaves the deed exactly as it was, and therefore cannot vitiate it." The Court distinguished this case from *Sellin* v. *Price*, where the legal effect of the deed was affected by the addition then made.

REVIEW.

A Treatise on the Law of Fraud and Mistake as administered in Courts of Equity. By WILLIAM WILLIAMSON KERR, of Lincoln's-inn, Barrister-at-Law. London: Maxwell & Son.

We have here a very laborious and exhaustive collection of the authorities bearing upon the equitable doctrines relating to Fraud and Mistake. Such a collection, like that which the author lately published upon the law of Injunction, cannot fail to be exceedingly useful to the profession. Mr. Kerr appears to have carefully noted all the cases, and to have omitted no ramification whatever of what is really a very extensive subject. The book also possesses one great recommendation: its contents are well represented, and rendered accessible, by its index.

The work, exclusive of the index and large table of cases, consists of two chapters, one comprising 328 pages devoted to Fraud, and the other of sixty pages, to Mistake. The chapter on fraud is divided into eight sections: 1st. General considerations. 2nd. Misrepresentation and concealment. 3rd. Fraud to be presumed from the inequality of parties; inadequacy of consideration. 4th. Fraud upon third parties. 5th. Miscellaneous Frauds. 6th. How the right to impeach a transaction on the ground of fraud may be lost. 7th. Remedies. 8th. Pleading, Parties, Proof, Costs. In the course of these divisions and their respective sub-divisions Mr. Kerr appears to have got together all the authorities bearing upon the subject, and in this manner it appears to us that there is scarcely any point or question relating to the equity doctrines of Fraud, as to which a practitioner will not be able to reach the whole of the existing authorities through this work. Having said this we have said enough to show that the work is one which will be a very material help to the equity barrister or to the solicitor. The practitioner who is already fairly familiar with the leading principles upon which the Court of Equity deals with cases of Fraud, will find the book very handy, and if he can manage to keep it duly noted up he will be completely armed with the learning on the subject.

Although, however, the work will be remarkably handy in practice, it would have been far more useful had it been constructed on a more ambitious plan; that is, if the author, instead of contenting himself, as for the most part he has done, with stringing the cases together, had bestowed more thought on the arrangement of his plan, skeletonised his subject carefully, and been at the pains to digest from the authorities the principles which run through them, and what is often of the greatest service in considering a case of the first impression, the history of those principles.

In cases in which Fraud is in question, great caution is necessary in arguing from rules laid down in previous decisions, because there are distinctions as to the relief the Court will grant and the strength of case upon which the Court will grant it, according to the nature of the relief sought—whether, for instance, the application be to rescind a contract for direct misrepresentation, or to restrain a party from enforcing the benefit of a contract obtained by the misrepresentation of his agents, or to obtain an indemnity from the guilty party (as from a director). Probably Mr. Kerr's book contains all the authorities from which the answer to every question is to be gathered, but they are not digested and arranged as we should have liked to see them. In fact the work is a very useful collection of head notes, but it is little more. We are the more sorry for this, inasmuch as whenever Mr. Kerr has entered at all upon a collection and digesting of cases, he has shown himself capable of arriving at sound and sensible deductions. Whether or no he would have proved equal to the task of arranging the subject as it should have been arranged, remains to be seen. To have dealt in this manner with it would of course have required far more time and labour than the present plan necessitated, but in the interest of the profession the author would, we think, have done well to omit the chapter upon Mistake, which is scarcely sufficiently akin to Fraud to be appropriately included in the same volume, and devote the extra time and pains to elaborating his treatise on Fraud.

Mr. Kerr seems to have been very successful in collecting all the citations, and with the exception of the late case of *Webster* v. *Cooke*, L. R. 2 Eq. 542, 15 W. R. 1001, we have not detected any omissions. Since the work passed through the press, probably, Lord Cairns has decided in *Ogilvie* v. *Currie*, 16 W. R. 769, that a shareholder who by *laches* has lost his right to be removed from the company, has also lost his equitable remedy against the directors for an indemnity.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner WINSLOW.)

Aug 25.—*Re Purser.*

Under the Bankruptcy Act, 1861, *an infant may be adjudicated bankrupt upon his own petition.*

In this case an infant had himself petitioned the Court to be adjudicated bankrupt. A creditor had applied to have the petition dismissed on the ground that an infant could not so avail himself of the Act. Judgment had been reserved.

The COMMISSIONER now said,—In considering whether an infant can, since the Act of 1861, petition for adjudication against himself, or can be made a bankrupt, it is necessary to consider how the law stood before the present Act. The general rule was that an infant could not trade, and therefore he could not be made a bankrupt as a trader, but, though that was well settled law, yet, as a fact, infants did trade, and were occasionally made bankrupts. When this occurred the adjudication might be annulled, but this has been refused if the application was not made in proper time, or if the conduct of the infant disentitled him to it; as, for example, if he had professed himself to be and had traded as an adult. In a case in which the bankrupt brought an action against the assignee to try the validity of a commission issued against him while an infant, Chief Justice Tindal, delivering the judgment of the Court of Common Pleas, held that without applying to the Lord Chancellor for a *supersedeas* the commission might be, under the circumstances, held invalid by a court of law, and the Court was of opinion that the commision in that case was altogether invalid: *Belton* v. *Hodge*, 9 Bing 365. This case was, however, determined

upon the express ground that an infant could not be trader, and a trading was absolutely necessary to a bankruptcy. The only relief which a person not a trader could obtain from debts he had not the means of paying, and from imprisonment, before 1861, was by the different Acts for the relief of insolvent debtors, but an infant could not obtain the benefit of the Insolvent Act with respect to prisoners, because the provisions of the Act required the petitioner to execute a warrant of attorney to authorize the entering up of a judgment against him and an infant could not give such a warrant of attorney. The question does not appear to have been decided whether an infant could obtain the benefit of what have been called the "Protection Acts." All these questions have been decided, not upon any general principle, but upon the special matters in each Act which applied to the case of infants, and which the Act of 1861 appears to have swept away. The law of bankruptcy is now applicable to all persons, whether traders or not, and there is no warrant of attorney required. There appears now nothing to prevent an infant from availing himself of the law of bankruptcy if he considers such a course for his advantage. The words of the 86th section are sufficiently general:—"Any debtor may petition for adjudication against himself." I think the application must be refused.

APPOINTMENTS.

Mr. JOHN LUCIE SMITH, Attorney-General of British Guiana, has been appointed by the local government to act as Chief Justice of the Supreme Court of that colony, on the arrival of the order from the Privy Council at home, directing the removal of Chief Justice Beaumont from the bench. Mr. Smith was called to the bar at the Middle Temple in November 1847 and was Solicitor-General of British Guiana from 1852 to 1855, when he was appointed Attorney-General. He acted as Chief Justice for a short time in 1863, previous to the arrival of Chief Justice Beaumont from England. The appointment of Mr. Smith will be subject to the confirmation of the home authorities.

Mr. JOSEPH TROUNSELL GILBERT, of the Guiana bar, has been appointed by the local Government to be Attorney-General of British Guiana, in succession to Mr. J. L. Smith. Mr. Gilbert was called to the bar at Lincoln's Inn in November, 1842, and was Solicitor-General of British Guiana from 1856 to 1863, when he resigned that appointment.

GENERAL CORRESPONDENCE.

PRACTITIONERS IN THE BANKRUPTCY COURTS.

Sir,—I enclose you extract from to-day's *Standard*, by which you will see that at the Court of Bankruptcy, London, on the 22nd August, *In the Matter of Watson*, a Mr. Banks is reported to have appeared before Mr. Deputy Commissioner Hazlitt on behalf of the bankrupt, and in the next case, *Re Ward*, Mr. Goatley's clerk is represented to have appeared before the same Commissioner, also on behalf of the bankrupt.* I find, on referring to the Bankruptcy Act, 1861, s. 212, that every solicitor of the High Court of Chancery now or hereafter admitted as a solicitor of the Court of Bankruptcy may practise as such solicitor in the said court or in any district court, and as to all matters before the Commissioners or in chambers may appear and plead without being required to employ counsel. And in case any person not being such solicitor shall practise in the court as a solicitor, he shall be deemed guilty of a contempt of court, and be liable to all the penalties incident thereto.

I cannot find a Mr. Banks, solicitor, in the *Law List*, but I understand there is an accountant of that name in the vicinity of the court, and I doubt very much if the person called Mr. Goatley's clerk is a solicitor. I think solicitors and counsel practising in the Court of Bankruptcy should bring to the notice of the Commissioner every case where there is an attempt to evade the above section of the Act.

24th August, 1868. A CITY SOLICITOR.

* The cases reported in the extract enclosed by our correspondent are those of *Re R. L. Watson* and *Re E. Ward*, both heard by Mr. Hazlitt, sitting as deputy commissioner, on the 22nd ult.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF ILLINOIS.

Cole v. *Van Ripon.*

The Illinois Statute of 1861 *giving a married woman exclusive control of her property, declaring that the same shall "be held, owned, possessed, and enjoyed by her, the same as though she was sole and unmarried," and exempting it from execution or attachment from the debts of her husband, does not give to her the power of conveying her real estate without the consent of her husband manifested by joining in the deed.*

Although the effect of the statute is substantially to abolish the life estate of the husband in his wife's lands, during their joint lives, accruing to him by virtue of the marital relation, and also to abolish, during the life of his wife, his tenancy by the courtesy in her lands, in all cases where the title has been acquired by her since the passage of the statute, it does not abolish the tenancy by the courtesy after the wife's death, but leaves it unimpaired in the husband.

This was an action of ejectment, and the question presented by the record was, whether, under the law of 1861, known as the Married Woman's Act, a married woman can convey real estate, acquired since that time, without the joinder of her husband.

That Act provides:

"That all the property, both real and personal, belonging to any married woman, as her sole and separate property, or which any woman hereafter married, owns at the time of her marriage, or which any married woman, during coverture, acquires in good faith, from any person other than her husband, by descent, devise, or otherwise, together with all the rents, issues, and profits thereof, shall, notwithstanding her marriage, be and remain, during coverture, her sole and separate property, under her sole control, and be held owned, possessed, and enjoyed by her, the same as though she was sole and unmarried; and shall not be subject to the disposal, control, or interference of her husband, and shall be exempt from execution or attachment for the debts of her husband."

The opinion of the Court was delivered by

LAWRENCE, J.—The Legislature has here used very sweeping language, but it must be interpreted with reference to the evil intended to be cured, and in such manner as to be made to harmonize with other statutes which are left unrepealed, so far as such harmony can be secured without disregarding the legislative intent. It is a familiar maxim, that repeal by implication is never favoured.

That this statute cannot be enforced, according to its literal terms, without impairing, to a very large extent, the strength of the marriage tie, will be evident on a moment's reflection. By the terms of the Act the property of a married woman is to be "under her sole control, and to be held, owned, possessed, and enjoyed by her the same as though she was sole and unmarried." If this language is to receive a literal interpretation, a married woman, living with her husband and children, in a house owned by her, would have the right to forbid her husband to enter upon the premises, and he would be a trespasser in case he should enter against her will, and would be liable to her in damages. Such would be her rights as a *feme sole*. The wife could thus divorce her husband *a mensa et thoro*, without the aid of a Court of Chancery. Or, again, suppose in a house thus owned and occupied, the furniture is also the wife's property, can she forbid the husband the use of such portion as she may choose, allow him to occupy only a particular chair, and to take from the shelves of the library a book, only upon her permission? This would be all very absurd, and we know the Legislature had no idea of enacting a law to be thus interpreted. It is simply impossible that a woman married should be able to control and enjoy her property as if she were sole, without leaving her at liberty practically to annul the marriage tie at pleasure; and the same is true of the property of the husband, so far as it is directly connected with the nurture and maintenance of his household. The statute cannot receive a literal interpretation.

The object of the Legislature was not to loosen the bonds of matrimony, or create an element of constant strife between husband and wife, but to protect the latter against the misfortunes, improvidence or possible vice, of the former, by enabling her to withhold her property from being levied on and sold for the payment of his debts, or squandered by him against her wishes.

Before the passage of this law the husband became the owner, by virtue of the marriage, of the personal property held by the wife at the date of the marriage, or which came to her after that time, and was reduced by the husband to possession, and he was also seised of an estate, during coverture, in lands held by the wife in fee. This estate was in the eye of the law a freehold, as it would continue during their joint lives, and might last during his life, and was liable to be sold on execution against the husband: 2 Kent 136. The personal property reduced to possession, and this estate in the wife's land, were at the disposal of the husband, and liable to be sold at his pleasure, for his own use, or to be levied upon and sold by his creditors. These were the evils which the law was designed to cure and has cured. Although we held in *Rose* v. *Sanderson* (38 Ill 247), that where the husband's estate in the wife's lands had vested before the passage of this law, it was not divested by the Act, and might be sold by his creditors, yet where the marriage has occurred, or the land has been acquired by the wife since that time, it would, doubtless, be held that this species of estate, known as an estate during coverture, has been substantially abolished, because its existence is wholly irreconcilable with both the language and the objects of this law. But besides this estate which the husband acquired, by virtue of the marriage, in the lands of his wife, he also, if there was issue of the marriage born alive, became tenant by the *courtesy* of all lands of the wife which such issue might, by possibility, inherit; and this estate, unlike the other, terminated only with his own life. The law termed this estate *initiate* on the birth of issue, and *consummate* only on the death of the wife; but the *initiate* estate could be seized and sold on execution against the husband. Up to the period of the wife's death, it was substantially the same thing as the estate during the coverture above mentioned. Now, although this estate is greatly modified by the Act of 1861, it is not totally destroyed. During the life of the wife, the husband can exercise no control over his wife's lands as tenant by the *courtesy* nor has he an interest in them subject to execution. We refer, of course, to lands where no interest had vested before the passage of the law. This estate, then, would be totally abolished like the estate during coverture, were it not that tenancy by the *courtesy* continued after the wife's death, and indeed at that period became most material to the husband, since, up to that time, he had the enjoyment of his wife's realty by virtue of the other species of estate. While, then, the one estate is annihilated by a necessary implication, the utmost that can be said in regard to the other is, that it is materially modified. This estate is as old as the common law. It has always been recognised as existing in this state. It is not expressly abolished by the Act of 1861, and, so far from being abolished by implication, it may be recognised as taking effect on the death of the wife, without conflicting, in the slightest degree, with the letter, spirit, or object of that law. On the contrary, the law itself provides, that it is "during overture" that the property of the wife is clothed with these new qualities, thus leaving the existing law unchanged, as to the disposition of the wife's property at her death. Moreover, it is hardly to be supposed that the legislature would totally abolish this estate without remodelling that of dower; or that they would work so important a change in our law of realty, merely by implication. But, in fact, there is not even an implication that affects this estate after the death of the wife.

We have said this much in regard to this estate, as a foundation for our opinion that this Act does not enable the wife to convey her land without the consent of her husband manifested by joining in the deed.

At common law the wife could only convey by fine or a common recovery, and a fine levied without the husband was not binding upon him: 2 Kent's Com. 150. A conveyance in which the husband unites has been substituted in this country, and is the mode pointed out by the 17th section of our statute of conveyances. The estate of the husband in the wife's lands could not therefore be destroyed or impaired by the sole act of his wife. If this section of our Conveyance Act is repealed by the Act of 1861, it is repealed by implication, which, as already remarked, the law does not favour. But where is the implication? Not certainly in the language of the Act, which gives the wife the right to hold, own, possess, and enjoy her property, for these terms give only the *jus tenendi* and not the *jus disponendi*. The power to own and enjoy is entirely different from the power to dispose of, and the latter is not necessary to the exercise of the former. Neither is the power of disposing implied in that phrase of the law directing that her property shall be under her sole control, because that term, although indefinite, must be construed in connection with the terms, "own, hold, possess, and enjoy." In order that she may hold and enjoy, she must necessarily control. But the control of the use and enjoyment does not imply the power to sell. Strictly speaking, the land, when conveyed, would pass away from her control and enjoyment.

But the chief reliance seems to be placed on the provision that she is to have the power of controlling and enjoying as if she were sole and unmarried, and hence it is contended that she can convey as if she were sole, and her deed would have the same effect as the deed of a *feme sole*. If she can convey at all because of the language in the Act referring to the condition of a *feme sole*, her deed would undoubtedly have this effect, and would thus destroy the husband's estate by courtesy, and prevent him from recovering possession of the lands conveyed after her death.

We have already given the reasons why this Act does not annihilate the estate of a tenant by the courtesy, or place it in the power of a wife to destroy it. If we are right in that conclusion, it necessarily follows that it was not the intention of the Legislature, when they gave her the power to enjoy as a *feme sole*, to give also the right to convey as a *feme sole*, and thereby destroy the husband's estate.

There is another reason for not holding that this Act enables the wife to convey by her own deed. Before the passage of the law, Acts similar in their general character had been passed in several of our sister states. The law of New York expressly gave the wife the power of conveyance.

The laws of Pennsylvania and New Jersey did not, but employed terms of the same general character as our own. Our Legislature chose to shape our law after the latter models. It is but a just inference that the omission of any words, in our Act, expressly giving the power to convey, was the result of design, and not of accident.

The Supreme Courts of Pennsylvania and New Jersey have given to the Acts of those states the same construction adopted in this opinion: *Walker* v. *Reamy*, 36 Pa. State Rep. 410; *Naylor* v. *Field*, 5 Dutch. 287.

We should add, in conclusion, that we have not considered the question of the power of the wife to dispose of her personal property, That may depend upon different considerations. The power to sell has sometimes been considered a necessary incident to the ownership of personal property.

But a majority of the Court are of opinion that the Act of 1861 does not authorize a married woman to convey her realty in any other manner than that pointed out by the Statute of Conveyances. In holding this, however, we do not question the rule laid down in *Emerson* v. *Clayton*, 32 Ill. 393, as to the right of a married woman to bring a suit in her own name. That right is a necessary incident to the law.

As the decision of this question disposes of this case, it is unnecessary to consider the other questions raised. The judgment is reversed, and the cause remanded.

BREESE, C.J., dissents.—*American Law Reporter.*

PHILADELPHIA SUPREME COURT.

Railway Company v. *Glapey.*

1. *A father's negligence is a defence to an action by the father for injuries to his child.*

2. *Permitting a child four years old to run at large in a city is evidence of gross negligence.*

Error to the District Court of Philadelphia.

Opinion by STRONG, J.—In *Smith* v. *O'Connor*, 12 Wright, 223, we said that when an action is brought by a father for an injury to his infant son, it may be that the father should be treated as a concurrent wrong doer. The evidence may reveal him as such. His own fault may have contributed as much to the injury of the child, and consequently to the loss of service due to him, as did the fault of the defendant. He owes to the child protection. It is his duty to shield it from danger, and his duty is the greater the more helpless and indiscreet the child is. If by his own carelessness, his neglect of the duty of protection, he contributes to his own loss of the child's services, he may be said to be *in pari delicto* with a negligent defendant. We hold such to be the law. Though an infant of tender years

may recover against a wrong doer for an injury which was partly caused by his own imprudent act, an adult father cannot. And it makes no difference whether the injury of which he complains was to his absolute, or to his relative rights.

Protection then being a paternal duty, entire failure to extend it must be negligence. Generally what is and what is not negligence is a question for a jury. When the standard of duty is a shifting one, a jury must determine what it is as well as find whether it has been complied with. Not so when the law determines precisely what the extent of duty is, and there has been no performance at all. Now it would be strange were we not to hold that knowingly to permit a child less than four years old to run at large and without any protection, in the public streets of a large city, traversed constantly by railway cars and other vehicles, is not a breach of parental duty. A father has no right to expose his child to such dangers, and if he does, he fails in performance of his duty, and is guilty of negligence. The security of the community, and especially of children, demands the assertion of this doctrine. Nor is it novel. It has several times been avowed in the courts of New York and Massachusetts, and it is so reasonable that it commends itself to universal acceptance. The points submitted to the Court below should, therefore, have been affirmed. They were abstract, it is true, but they were applicable to this case if the jury found the facts as they might have found them.

Judgment reversed and a *venire de novo* awarded.—*Philadelphia Legal Intelligencer.*

OBITUARY.

MR. COMMISSIONER GOULBURN.

We have to announce the death of Mr. Serjeant Goulburn, one of her Majesty's Commissioners in Bankruptcy, who expired at his residence, Seymour-street, Portman-square, on the 24th of August, at the age of eighty-one years. Mr. Edward Goulburn was the second son of the late Mr. Munbee Goulburn, of Portland-place, London, by the Hon. Susannah Chetwynd, daughter of the fourth Viscount Chetwynd, of the Irish Peerage, and was born in 1787. He was called to the bar at the Middle Temple in June, 1815, and much of his professional success has been attributed to the great influence of his elder brother—the Right Hon. Henry Goulburn, for many years M.P. for Cambridge University. Mr. Goulburn was a Welsh judge (before the remodelling of the Welsh circuits). He was afterwards Recorder of the boroughs of Leicester, Lincoln, and Boston. He was created a Serjeant-at-Law in 1829, and in 1840 received a patent of precedence to rank after the late Mr. Serjeant Storks. In 1832 he was nominated a Commissioner of the Court of Bankruptcy, and discharged his duties up to a short time before his death. In 1832 he unsuccessfully contested Ipswich, the other Conservative candidate being Sir Fitzroy Kelly; one of the successful candidates on this occasion was Mr. Rigby Wason. Mr. Goulburn was more successful in 1835, when he contested Leicester, coming in at the head of the poll in conjunction with Mr. Thomas Gladstone; but at the general election in 1837 they were both defeated. At the general election in 1841 he again stood for Carlisle, but he also failed in procuring a seat on this occasion, and never again attempted to enter Parliament. In 1845 the University of Oxford conferred on him the honorary degree of D.C.L. The late Serjeant Goulburn was twice married,—first, in 1825, to his cousin, the Hon. Esther Chetwynd, second daughter of the fifth Viscount Chetwynd (she died in March, 1829); secondly, in 1831, to the Hon. Catherine Montagu, second daughter of the fourth Lord Rokeby, and sister of the present peer. His eldest son by the first marriage is Dr. Goulburn, formerly head master of Rugby and now Dean of Norwich.

THE HON. WALTER BERWICK.

Among the victims to the terrible railway disaster at Abergele, in North Wales, on the 20th August, was the Hon. Walter Berwick, Senior Judge of the Court of Bankruptcy in Ireland, who was a passenger from Chester by the Irish mail train. The deceased judge was a son of the Rev. Edward Berwick, of Esker, and has two surviving brothers, Mr. Edward Berwick, President of Queen's College, Galway, and Mr. J. R. Berwick. He was called to the bar in Ireland in Easter Term, 1826, became a Queen's Counsel in 1840, and a Serjeant-at-law in 1855. He was Chairman of Quarter Sessions for the county of Waterford from 1835 to 1847, and for the East Riding of Cork from 1847 to 1859. In the latter year he was nominated a Judge of the Irish Bankruptcy Court, and was also a Bencher of the Hon. Society of King's Inns, Dublin.

COURT PAPERS.

COURT OF CHANCERY.

CHANCERY VACATION.

The Master of the Rolls will attend at the Rolls House on Tuesday the 1st September from 11 a.m till 3 p.m.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Aug. 28, 1868.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94¼	Annuities, April, '85
Ditto for Account, Sept. 8, 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 94¼	Ex Bills, £1000, per Ct. 20 p m
New 3 per Cent., 94¼	Ditto, £500, Do 20 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 20 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215	Ind. Enf. Pr., 5 p C., Jan. '72 105
Ditto for Account	Ditto, 5½ per Cent., May, '79 110
Ditto 5 per Cent., July, '80 114¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105⅛
Ditto 4 per Cent., Oct. '88 105	Do. Bonds, 5 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	96¼
Stock	Great Eastern Ordinary Stock	100	37
Stock	Do., East Anglian Stock, No. 2	100	8⅛
Stock	Great Northern	100	107
Stock	Do., A Stock*	100	104½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49⅛
Stock	Do., West Midland—Oxford	100	31
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	130
Stock	London, Brighton, and South Coast	100	51⅛
Stock	London, Chatham, and Dover	100	13⅜
Stock	London and North-Western	100	113¼
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	43
Stock	Metropolitan	100	107
Stock	Midland	100	105⅛
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	35
Stock	North London	100	120
10	Do., 1866		11⅛
Stock	North Staffordshire	100	57⅛
Stock	South Devon	100	46⅛
Stock	South-Eastern	100	74⅛
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

At the commencement of the week which has just passed, the markets were uniformly pervaded by increased gloom and dullness. But little business was transacted on Friday and Saturday, the latter day being kept as a holiday. The Paris Bourse, however, at this time, showed a considerable demand and upwards tendency. In our own markets, as the week advanced, the gloom dispelled, and by Wednesday there was a brisk demand in consols, railway investments and foreign securities. To-day the railways have not been so firm.

General Sir Francis Cockburn, an uncle of the Lord Chief Justice of England, died at Dover on the 24th August, at the age of 88 years. He was heir presumptive to the baronetcy inherited by the Lord Chief Justice from his uncle, the late Sir William Cockburn, Dean of York.

SOLICITORS' COSTUME IN THE COUNTY COURTS.—On the 20th inst., at the Bromley County Court, Mr. Lonsdale refused

to hear a case because the attorneys were not in gowns. Two solicitors from Southwark went to Bromley to argue the case, but Mr. Lonsdale refused to "see" either of them, as he did not know that they were solicitors unless they indicated the fact by their garb. As a matter of favour, however, he adjourned the cause until October, after his long vacation.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 12.—By Messrs. Norton, Trist, Watney, & Co.

Freehold house, No. 4, Johnson's-court, Fleet-street, let on lease at £30 per annum—Sold for £810.

Freehold, 9 houses, Nos. 4 to 12, Falcon-court, High-street, Borough, let on lease at £25 per annum—Sold for £800.

Freehold, 5 houses, Nos. 21 to 25, Falcon-court, let on lease at £4 5 per annum—Sold for £70.

Two freehold rent charges, amounting to £32 per annum, arising from Nos. 207 and 208, High-street, Borough—Sold for £700.

Aug. 20.—By Messrs. Bradel.

Freehold and copyhold farm, known as Clarke's and Beadle's, situate in the parishes of Tollesbury and Tolleshunt D'Arcy, Essex, comprising a farmhouse, homestead, buildings, and 104a 0r 30p of land—Sold for £2,520.

Freehold, 2 residences, with stables, cottage, farm buildings, and 4 0a 2r 10p of arable and meadow land, in the parish of Frostenden, Suffolk—Sold for £2,565.

Freehold property, known as Fidler's Hall, Romford, Essex, comprising 2 cottages, homestead, and 18a 1r 9p of arable land—Sold for £1,710.

Aug. 21.—By Messrs. Gadsden, Ellis, & Soorer.

Freehold residence, known as Park House, Walton-on-Thames, let at £50 per annum—Sold for £850.

Aug. 25.—By Messrs. Vigers.

Freehold residence, with stabling, No. 128, Walworth-road, and a lease for 1,000 years of 3 arches—Sold for £2,050.

Freehold residence, with stabling and buildings, No. 126, Walworth-road, and a lease for 1,000 years of 3 arches—Sold for £2,400.

Freehold land and buildings, with frontages in New Kent-road and Nile-place, area, about 13,150 superficial feet, and a lease for 1,000 years of 6 arches—Sold for £1,770.

Aug. 26.—By Messrs. Edwin Fox & Bousfield.

Freehold and copyhold estate, situate at Field-heath, Hillingdon, Middlesex, consisting of a residence, with stabling, cottage, buildings, and 10 acres of meadow land—Sold for £2,370.

Leasehold, 3 residences, No. 1, 2, and 4, Oakley-crescent, City-road, producing £157 10s. per annum; term, 74 years unexpired at £25 5s. per annum—Sold for £1,500.

Leasehold, 6 houses, with shops, Nos. 1 to 6, Market-place, Silchester-road, Notting-hill, producing £255 per annum; term, 99 years from 1866, at £38 12s. per annum—Sold for £1,900.

By Mr. G. B. Hilliard.

Copyhold estate, known as Walden House, Great Tatham, Essex, comprising a house, with stabling, farm buildings, and yards, and about 48a 0r 11p of land—Sold for £2,700.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BYLES—On Aug. 17, at Harefield, Uxbridge, the wife of Walter Barnard Byles, Esq., of a son.

GREEN—On Aug. 24, at Portland-terrace, Southampton, the wife of Henry G. Green, Esq., of a son.

HAYNES-SMITH—On Aug 6, at Georgetown, Demerara, the wife of W. F. Haynes-Smith, Esq., Solicitor-General of British Guiana, of a daughter.

PEMBERTON—On July 3, at Dominica, W.I., the lady of Chief Justice Pemberton, of a son.

MARRIAGE.

SHAW—MACLEISH—On Aug. 18, at Crieff, Donald Shaw, Esq., Solicitor, Inverness, to Maggie, daughter of John MacLiesh, Esq., Banker, Crieff.

DEATHS.

MACKENZIE—On Aug. 22, at 7, Royal-circus, John Mackenzie, jun., Esq., Writer to the Signet, son of John Ord Mackenzie, Esq., Writer to the Signet, Dolphinton.

MOORE—On Aug. 17, at Herrington Hall, Durham, Mary, wife of William Moore, Esq., Solicitor, Sunderland, aged 29.

SHARP—On Aug. 17, at Shanklin, Isle of Wight, Percy Marsh Sharp, Esq., late of 23, Grafton-square, Clapham, Surrey, aged 40 years.

WOOD—On Aug. 22, at 267, Camden-road, N., Gilbert Nicholson, son of Arthur John Wood, Esq., of the Inner Temple, Barrister-at-Law, aged 4 years.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, Aug. 21, 1868.

Limited in Chancery.

Kennet Paper Making Company (Limited).—Vice-Chancellor Malins has, by an order dated Aug 8, appointed George Augustus Cope, 8, Old Jewry, to be official liquidator.

Lundy Granite Company (Limited).—Petition for winding up, presented Aug 15, directed to be heard before the Master of the Rolls on Nov 7. Tatham & Son, Old Broad-st, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, Aug. 21, 1868.

John Ferris & Sons, Truro, Cornwall, Tanners. Nov 2. Willyams v Ferris, M. R.

Jackson, Thos, Lpool, Mariner. Oct 1. Jefferson v De Rosaz, M. R.

Pratley, Geo, Wychwood, Oxford, Deerkeeper. Oct 1. Howell v Pratley, V.C. Malins.

Ripley, John, Leeds, Cloth Dresser. Oct 10. Nussey v Ripley, V.C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Aug. 21, 1868.

Anderson, Robt, Newcastle-upon-Tyne, Manager of the Branch Bank of England. Oct 1. Stanton & Atkinson, Newcastle-upon-Tyne.

Angas, Silas, Newcastle-upon-Tyne, Sharebroker. Oct 1. Stanton & Atkinson, Newcastle-upon-Tyne.

Camp, John, Shingay, Cambridge, Miller. Nov 20. Thurnall & Nash, Royston.

Carrick, Edmund, Bishop Auckland, Durham, Currier. Sept 15. Proud, Bishop Auckland.

Challenor, Hannah, Blackwood, Stafford, Spinster. Oct 1. Redfern & Son, Leek.

Foster, John, Darlington, Durham, Chemical Manufacturer. Oct 1. Stanton & Atkinson, Newcastle-upon-Tyne.

Foster, Wm Watson, Douglas-rd, Canonbury, Chemical Manufacturer. Oct 1. Stanton & Atkinson, Newcastle-upon-Tyne.

Godwin, Meshach, Chesham, Buckingham, Gent. Oct 1. Francis, Chesham.

Gordon, Evelyn Meadows, Ware, Hertford, Esq. Sept 30. Farrar & Co, Lincoln's-inn-fields.

Jobling, Geo, Tynemouth, Ship Owner. Oct 1. Stanton & Atkinson, Newcastle-upon-Tyne.

Lawrinson, Martha Elvira, Redland, Bristol, Widow. Oct 1. Press & Co, Bristol.

Peat, Wm, Dartford, Kent, Grocer. Sept 30. Hillearys & Tunstall, Fenchurch-bldgs.

Reed, Edwd, New Charles-st, City-rd, Baker. Sept 30. Hillearys & Tunstall, Fenchurch-bldgs.

Redfern, Chas, Warwick, Dealer in Works of Art, Sept 7. Greenway, Warwick.

Rymell, Robt, Essex-st, Hoxton, Gent. Sept 29. Roscoe & Hincks, King-st, Finsbury-sq.

Scott, Evan Saml, Rouen, France, Gent. Oct 20. Clarke & Howlett, Brighton.

Scott, Wm Watson, Falsgrave, York, Retired Brushmaker. Sept 25. Richardson, Scarborough.

Wilson, Sir John Morillyon, Chelsea. Oct 1. Lawrie & Keen, Dean's-ct, Doctors'-commons.

Tuesday, Aug. 25, 1868.

Allin, Lewis Dark, Thornhill-rd, Barnsbury, Draper. Sept 25. Shearn, Red Lion-sq.

Collier, Mary, Atherton, Lancaster, Widow. Oct 5. Marsland & Addleshaw, Manch.

Cope, John, Birm, Buttonmaker. Sept 30. Barlow & Smith, Birm.

Dallaway, Katherine Woodward, Stafford, Spinster. Sept 30. Blenkarne, James-st, Westbourne-ter.

Davis, Eliz Catherine, Beaufort-st, Chelsea. Sept 29. Johnson & Master, Southampton-bldgs, Chancery-lane.

Fitz-Maurice, Hon Fredk O'Bryen, Captain R.N. Aug 31. Ommanney, Parliament-st, Westminster.

Harvey, Nathaniel, Wyvenhoe, Essex, Coal Merchant. Oct 10. Philbrick & Son, Colchester.

Hunt, Jas, Holt, Wilts, Brewer. Oct 31. Smith, Melksham.

Marshall, Hezekiah, Whitstable, Kent, Architect. Nov 20. Sankey & Co, Canterbury.

Saunders, Eliza, Euston-sq, Widow. Oct 24. Hancock & Co, Carey-st, Lincoln's-inn.

Whitlam, Wm, Louth, Lincoln, Esq. Oct 1. Bell, Louth.

Deeds registered pursuant to Bankruptcy Act, 1861.

Friday, Aug. 21, 1868.

Andrew, Jonah, Stafford, Draper. July 29. Comp. Reg Aug 20.

Aspinall, Saml, Lpool, Grocer. Aug 17. Comp. Reg Aug 21.

Back, Geo & John Newbold, Manch, Cigar Merchants. Aug 1. Asst. Reg Aug 17.

Beale, Ambrose, Selhurst New-rd, South Norwood, General Dealer. Aug 12. Comp. Reg Aug 20.

Bennett, Fredk, West Malling, Kent. Aug 10. Comp. Reg Aug 21.

Berry, Richd, Cotton-st, Limehouse, Grocer. Aug 12. Comp. Reg Aug 20.

Bizat, Paul, Lpool, Comm Merchants. Aug 13. Comp. Reg Aug 18.

Blacklock, Robt, Lpool, Draper. July 21. Comp. Reg Aug 17.

Bragg, Robt, St James's-rd, Holloway, Dealer in Building Materials. Aug 18. Comp. Reg Aug 19.

Brett, Thos, jun, Bridge-st, Homerton, Corn Dealer. July 24. Comp. Reg Aug 19.

Brodribb, Thos, Bristol, Grocer. Aug 4. Comp. Reg Aug 21.

Bushell, Robt Hitchings, Wandsworth, Maltster. Aug 15. Comp. Reg Aug 18.

Carr, John, Huddersfield, Currier. July 23. Comp. Reg Aug 18.

Chandless, Thos, Anerley, Surrey, Draper. Aug 11. Comp. Reg Aug 21.

Coats, Mary Ann, South Shields, Durham, Fruiterer. Aug 7. Comp. Reg Aug 18.

Coulthart, Geo, Lpool, Draper. July 20. Asst. Reg Aug 17.

Craig, Jas, King's-cottages, Hornsey-rd, Baker. Aug 3. Comp. Reg Aug 20.

Cubbin, Lois, Wigan, Lancaster, Provision Dealer. Aug 11. Asst. Reg Aug 21.

Cummins, Saml, Manch, Boot Maker. Aug 4. Comp. Reg Aug 20.

Dawson, Thos, Priestwell, York, Comm Agent. Aug 4. Comp. Reg Aug 10.

Darke, Hy, Birm, Grocer. July 24. Asst. Reg Aug 20.

Davenport, Jas, Congleton, Chester, Shoemaker. Aug 15. Asst. Reg Aug 20.

Dodds, Joseph, Cleator Moor, Cumberland, Innkeeper. July 27. Asst. Reg Aug 21.

Douse, Jas, Devizes, Wilts, Farmer. Aug 7. Asst. Reg Aug 20.

Evans, Jas Hy, Aylesbury, Bucks, Ironmonger. July 24. Comp. Reg Aug 10.

Gamage, Edwin Thos, Kington, Hereford, General Draper. July 29. Asst. Reg Aug 21.
Griffiths, Wm, Lpool, Shirt Maker. Aug 3. Comp. Reg Aug 20.
Hammersley, Jas, Bristol, Watchmaker. Aug 14. Comp. Reg Aug 20.
Hempelman, Wm, High-st, Poplar, Shipwright. Aug 19. Comp. Reg Aug 21.
Handley, Robt Hy, Bristol, Linen Draper. Aug 18. Comp. Reg Aug 21.
Harrison, Hy, Foxbury-rd, New-cross, Builder. Aug 14. Comp. Reg Aug 21.
Haynes, John, Oakfield, Isle of Wight, Licensed Victualler. Aug 19. Comp. Reg Aug 20.
Head, Wm Wilfred, Farringdon-rd, Printer. Aug 10. Comp. Reg Aug 20.
Hobbs, Joseph, Upper Marylebone-st, Tea Urn Manufacturer. July 27. Comp. Reg Aug 20
Hogbin, Geo, Barking, Grocer. Aug 17. Comp. Reg Aug 19.
Jayan, John Thos, Lady-well-pk, Lewisham, Wire Drawer. July 31. Comp. Reg Aug 18.
Kelly, John, Manch, Boot Manufacturer. Aug 4. Asst. Reg Aug 18.
Leigh, Alfred, Baquley, Chester. Size Manufacturer. Aug 13. Comp. Reg Aug 19.
Lyth, Richd Burdsall, Leadenhall-st, Ship Broker. July 23. Asst. Reg Aug 20.
Pearce, Saml, jun, Lpool, Ship Broker. Aug 4. Asst. Reg Aug 19.
Penfold, Geo, & Jas Farmer, Upper-st, Islington, Printers. Aug 18. Comp. Reg Aug 19.
Pillars, Fredk, Bristol, Shoe Heel Maker. Aug 14. Asst. Reg Aug 19.
Potts, Wm Mowbray, Manch, Grocer. Aug 5. Comp. Reg Aug 20.
Prince, Chas, Manch, Publican. July 18. Asst. Reg Aug 15.
Purcell, Wm, Essex-st, Strand, Clerk. July 25. Asst. Reg Aug 17.
Purnell, John, High Littleton, Somerset, Innkeeper. July 25. Asst. Reg Aug 19.
Ramsbottom, Jas, Manch, Publican. July 22. Comp. Reg Aug 20.
Rogers, John, Rhumney Monmouth, Red Ware Manufacturer. July 30. Asst. Reg Aug 19.
Ryley, Jane, Bolton, Lancaster, Licensed Victualler. July 27. Asst. Reg Aug 21.
Seago, Saml, Gt Yarmouth, Norfolk, Fish Merchant. July 21. Comp. Reg Aug 18.
Sheppard, Shearman, Crewe, Cheshire, Solicitor. July 24. Comp. Reg Aug 10.
Smith, Geo, Cathcart-rd, West Brompton, Builder. Aug 3. Asst. Reg Aug 21.
Smith, Wm Staple, Hemel Hempstead, Hereford Tailor. July 23. Comp. Reg Aug 19.
Snowling, Fredk Meade, Broome, Norfolk, Farmer. July 25. Asst. Reg Aug 19.
Stephens, Hy Chas, Barnes, Surrey, Baker. July 31. Comp. Reg Aug 18.
Tunna, Thos Edgerton, Stockport, Chester, Grocer. Aug 4. Comp. Reg Aug 21.
Wheelwright, Geo, Sheffield, out of business. Aug 5. Asst. Reg Aug 20.

TUESDAY, Aug. 25, 1868.

Balster, Banger, Leadenhall-st, Shipping Upholsterer. Aug 10. Comp. Reg Aug 25.
Banks, Thos, Bath, Bootmaker. July 28. Asst. Reg Aug 22.
Beaumont, John, Gt Queen-st, Lincoln's-inn-fields, Coachbuilder. Aug 21. Comp. Reg Aug 25.
Benjamin, Moss, Eagle-st, Red Lion-sq, General Dealer. Aug 20. Comp. Reg Aug 22.
Brinkley, Jas Richd, Pentonville-rd, Ironmonger. Aug 12. Asst. Reg Aug 25.
Bywater, John, Mountain Ash, Glamorgan Grocer. Aug 10. Comp. Reg Aug 22.
Chandler, Robt, Kingsland-rd, Corn Dealer. Aug 18. Comp. Reg Aug 21.
Charsley, Robt, Stourbridge, Gloucester, Draper. July 28. Asst. Reg Aug 24.
Colbourne, Joshua, Stroud, Gloucester, Draper. Aug 4. Comp. Reg Aug 24.
Collacott, Josiah, Cardiff, Glamorgan, Shopkeeper. July 29. Comp. Reg Aug 25.
Collingbourne, Geo Thos, Grafton-st, Soho, Cheesemonger. Aug 13. Comp. Reg Aug 24.
Cooke, David Fredk, Walthamstow, Timber Merchant. Aug 18. Comp. Reg Aug 25.
Davis, Jas, George-st, Euston-rd, Surgeon. Aug 15. Comp. Reg Aug 22.
Daly, John, Brighton, Sussex, Grocer. Aug 3. Asst. Reg Aug 22.
Dyke, John, Pudsey, nr Leeds, Grocer. July 24. Asst. Reg Aug 22.
Earp, Geo, Longsight, Lancaster, Tailor. July 25. Asst. Reg Aug 22.
Easey, Jas, New North-rd, Islington, Cheesemonger. Aug 22. Comp. Reg Aug 22.
Fletcher, Jas, York-ter, Battersea, Drover. Aug 22. Comp. Reg Aug 24.
Furnivall, Geo, Sanbach, Chester, Painter. July 30. Comp. Reg Aug 24.
Gad, Hy, sen, Grove-pl, Tottenham, Toydealer. Aug 24. Comp. Reg Aug 25.
Gawtherne, John Chas, St Edmund's-hall, Oxford, Undergraduate. Aug 17. Comp. Reg Aug 22.
Haigh, Danl, Knottingly, York, Druggist. Aug 6. Comp. Reg Aug 22.
Hamer, Richd Thos, Bolton, Lancaster, Spinner. Aug 20. Comp. Reg Aug 24
Harrison, John Mabson, Lpool, Clothier. Aug 14. Asst. Reg Aug 22.
Headford, Wm, jun, Birm, Licensed Victualler. Aug 17. Comp. Reg Aug 21.
Hopkinson, Thos Chas, Stafford, Confectioner. July 29. Comp. Reg Aug 22.
Isaac, Jas, Berkeley, Gloucester, Baker. Aug 3. Asst. Reg Aug 22.
Livermore, Saml, Banbury, Oxford, Draper. July 28. Asst. Reg Aug 25.
Macdonald, Alex Chisholm, Tredegar, Monmouth, Draper. July 28. Asst. Reg Aug 24.
Manock, Thos, Calvely, Chester, Bone Dealer. Aug 5. Comp. Reg Aug 24.
Martin, Hy, Birkenhead, Chester, Leather Merchant. Aug 19. Comp. Reg Aug 21.
Melrose, Thos, Berwick-upon-Tweed, Bookseller. July 28. Asst. Reg Aug 25.
Miller, Joseph, Mangotsfield, Gloucester, Gardner. Aug 4. Asst. Reg Aug 21.
Morrell, Jas, Ravensworth, York, Butcher. July 29. Comp. Reg Aug 24.
Murby, Geo, Congerstone, Leicester, Bootmaker. July 28. Asst. Reg Aug 24.
Nasmyth, Wm, Leamington Priors, Warwick, Draper. July 25. Comp Reg Aug 22.
Norgrove, John, Knighton, Radnor, Tailor. July 31. Comp. Reg Aug 22.
Oliver, Richd, St Mary Church, Devon, Baker. Aug 11. Asst. Reg Aug 25.
Pettator, Thos, Lewisham-rd, Greenwich, China Dealer. Aug 21. Comp. Reg Aug 24.
Pilkington, John, Gt St Helens, Ship Broker. Aug 22. Asst. Reg Aug 25.
Pope, Joseph, Cinderford, Gloucester, General Shopkeeper. July 28. Asst. Reg Aug 25.
Powell, Richd, & Richd Penny, Widnes, Lancaster, Chemical Manufacturers. Aug 19. Comp. Reg Aug 25.
Pridmore, Wm Hales, Birm, Corn Factor. Aug 18. Comp. Reg Aug 25.
Rilston, Edwd, Grampound, Cornwall, Draper. July 29. Asst. Reg Aug 22.
Sambie, Wm Julian, Helston, Cornwall, Builder. Aug 7. Asst. Reg Aug 24.
Scott, Alex Morice, North Shields, Northumberland, Surgeon. July 29. Asst. Reg Aug 24.
Settle, Wm Hy, Leeds, Wholesale Stationer. July 29. Asst. Reg Aug 22.
Shepherd, Beriah, Ketley Bank, Salop. July 27. Comp. Reg Aug 24.
Smith, Sydney Geo, Coleman-st, Public Accountant. Aug 7. Comp. Reg Aug 25.
Steele, Thos Jas, Carlisle-villas, Bow, Commercial Traveller. Aug 20. Comp. Reg Aug 22.
Stewart, Alex, Lpool, Merchant. Aug 12. Asst. Reg Aug 22.
Underwood, Geo, Lpool, Ironfounder. July 27. Asst. Reg Aug 24.
Whitfield, Joseph, Worksop, Nottingham, Grocer. July 29. Asst Reg Aug 24.
Wright, Roger Murgatroyd, Haworth, York, Manufacturer. July 28. Asst. Reg Aug 21.

Bankrupts.

FRIDAY, Aug. 21, 1868.

To Surrender in London.

Barnard, Chas, Adam-st West, Bryanstone-sq, Butcher. Pet Aug 17. Pepys. Sept 3 at 12. Bodwell, Edgware-rd.
Barnshaw, Sarah, St Paul's-rd, Camden-sq, out of business. Pet Aug 17. Pepys. Sept 8 at 1. Field, Furnival's-inn, Holborn.
Barrett, Jesse, Bellevue-pl, Cleveland-st, Mile-end-rd, Grocer. Pet Aug 10. Pepys. Sept 4 at 12. Marshall, Lincoln's-inn-fields.
Bishop, Geo Archibald, Prisoner for Debt, London. Pet Aug 19. Pepys. Sept 4 at 11. Drake, Basinghall-st.
Brand, Thos, Prisoner for Debt, Springfield. Adj Aug 17. Pepys. Sept 4 at 12.
Dace, Rob., Stratford, Teacher of Music. Pet Aug 18. Pepys. Sept 3 at 1. Lloyd, Coleman-st.
Dangell, Joseph Wm Stephen, Southampton, Hants, Clerk. Pet Aug 7. Murray. Sept 2 at 12. Bastard, Philpot-lane.
Day, Geo, Prisoner for Debt, London. Pet Aug 17 (for pau). Pepys. Sept 3 at 12. Drake, Basinghall-st.
Edgell, Richd Hy, John-st, Crutched-friars, Wine Merchant. Pet Aug 17. Pepys. Sept 4 at 1. Thomas & Hollams, Mincing-lane.
Elbatz, Solomon, Prisoner for Debt, London. Pet Aug 18 (for pau). Pepys. Sept 3 at 1. Drake, Basinghall-st.
Fenton, Thos Joshua, Lime-st, Wine Merchant. Pet Aug 15. Sept 3 at 11. Breden, Union-ct, Old Broad-st.
Hanbury, Barclay, Clapham-common, Ironfounder. Pet Aug 19. Pepys. Sept 4 at 11. Asley, Clement's-lane.
Harris, John, Prisoner for Debt, London. Pet Aug 19 (for pau). Pepys. Sept 4 at 11. Hicks, Coleman-st.
Hoar, John, Smith-st, King's-rd, Chelsea, Carpenter. Pet Aug 19. Pepys. Sept 4 at 1. Condy, Battersea.
How, Edwin, High-st, Woolwich, Grocer. Pet Aug 17. Pepys. Sept 3 at 12. Mortimore, West-st, Finsbury-circus.
Howell, John, Newton-ter, Portobello-rd, Notting-hill, Carpenter. Pet Aug 17. Sept 3 at 12. Merriman & Buckland, Queen-st.
Judge, John, Kent, Attorney's-Clerk. Pet Aug 18. Pepys. Sept 3 at 1. Minter, Castle-st, Dover.
Lee, Levi, Kentish-town-rd, Stonemason. Pet Aug 14. Murray. Sept 2 at 12. Jones, New-inn, Strand.
Manus, John Lewis Sochaczewski, Bishop's Stortford, Herts, Clerk in Holy Orders. Pet Aug 19. Pepys. Sept 4 at 11. Lawrance & Co, Old Jewry.
Middleton, Boswell Chas, Lawrence-lane, Cheapside, Wine Merchant. Pet Aug 17. Pepys. Sept 3 at 11. Kingdon & Williams, Lawrence-lane, Cheapside.
Monk, John, Prisoner for Debt, Springfield. Adj Aug 17. Pepys. Sept 4 at 12.
Moore, Geo. Southampton-st, Camberwell, Bootmaker. Pet Aug 18. Pepys. Sept 3 at 12. Marshall, Lincoln's-inn-fields.
Scott, Thos Wm, Goldsmith-st, Mantle Manufacturer. Pet Aug 17. Pepys. Sept 3 at 11. Holmes, Finsbury-pl.
Sexton, Wm, sen, York-pl, Barnsbury, Joiner. Pet Aug 17. Pepys. Sept 3 at 11. Godfrey, Basinghall-st.
Shave, Thos Wm, Colchester, Essex, out of business. Pet Aug 18. Pepys. Sept 3 at 1. Jones, Colchester.
Smith, Jas, Henderson's-walk, Vauxhall-walk, Lambeth, out of business. Pet Aug 12. Roche. Sept 2 at 1. Dobie, Basinghall-st.
Smith, Wm, Hastings, Sussex, Chemist. Pet Aug 17. Pepys. Sept 3 at 11. Young, Hastings.

Stork, Fredk, Vincent-ter, Islington, Journeyman Bagmaker. Pet Aug 17. Pepys. Sept 3 at 12. Sydney, Finsbury-circus.
Viccary, Richd Jas, Bexley Heath, out of business. Pet Aug 7. Murray. Sept 2 at 12. Kent, Cannon-st.

To Surrender in the Country.

Addis, Jas Bacon, Sheffield, Edge Tool Manufacturer. Pet Aug 20. Wake. Sheffield, Sept 4 at 1. Dyson, Sheffield.
Ambrose, Hy, Upwell, Norfolk, Blacksmith. Pet Aug 15. Metcalfe. Wisbech, Sept 12 at 11. Oliard, Upwell.
Aplin, Jas, Ilminster, Somerset, Butcher. Pet Aug 17. Dommett. Chard, Aug 31 at 10. Paull, Ilminster.
Atwooll, David, Lpool, Merchant. Pet July 22. Lpool, Sept 18 at 11. Lace & Co, Lpool.
Band, Betty, Ashton-under-Lyne, Lancaster, Licensed Victualler. Pet Aug 15. Brooks. Ashton-under-Lyne, Sept 3 at 12. Gartside, Ashton-under-Lyne.
Barton, Wm, Bolsover, Derby, Labourer. Pet Aug 15. Wake. Chesterfield, Sept 15 at 10. Cutts, Chesterfield.
Beales, Ann, Old Buckenham, Norfolk, Baker. Pet Aug 19. Francklin. Attleborough, Sept 3 at 11. Tillett & Co, Norwich.
Beddow, Amos, Wolverhampton, Stafford, Locksmith. Pet Aug 11. Brown. Wolverhampton, Aug 31 at 12. Fallows, Birm.
Bennett, Jas Opie, Ponsanooth, Cornwall, Shoemaker. Pet Aug 18. Tilly. Falmouth, Sept 7 at 12. Jenkins, Falmouth.
Carey, Wm, Nottingham, Inspector. Pet Aug 17 (for pau). Patchitt. Nottingham, Oct 7 at 10.30. Belk, Nottingham.
Clarke, Saml, Leicester, Carver. Pet Aug 17. Ingram. Leicester, Sept 4 at 10. Belk, Nottingham.
Clarke, Edward Griffiths, Mold, Flint, Surgeon. Pet Aug 19. Lpool, Sept 2 at 12. Cartwright, Chester.
Clayton, Jas, Chisworth, Derby, out of business. Pet Aug 17. Fardell. Manch, Sept 1 at 11. Hibbert, Manch.
Cohen, Morris Jonah, Newcastle-upon-Tyne, Picture Hawker. Pet Aug 15. Clayton. Newcastle, Sept 4 at 10. Wallace, Newcastle-upon-Tyne.
Downs, Saml, Beeley, Derby, Stone Dealer. Pet Aug 20. Leeds, Sept 2 at 12. Kingdon, Wirksworth.
Ducross, Thos, Belbroughton, Worcester, Painter. Pet Aug 19. Scott. Bromsgrove, Sept 5 at 10. Prescott, Stourbridge.
Duke, Edwd, Winchester, Newspaper Correspondent. Pet Aug 18. Godwin. Winchester, Sept 15 at 11. Hollis, Winchester.
Du Mayne, Wm Allen, Kendal, Westmorland, Boot Top Manufacturer. Pet Aug 18. Wilson. Kendal, Sept 2 at 11. Thomson, Kendal.
Edwards, Hy, Cardiff, Glamorgan, Builder. Pet Aug 7. Wilde. Bristol, Sept 2 at 11. Bradley, Cardiff.
Edwards, Evan, Gifachyrhyd, Glamorgan, Farmer. Pet Aug 18. Spickett, Pontypridd. Sept 2 at 12. Plews, Merthyr Tydfil.
Evans, Jas, Aberaman, Glamorgan, Collier. Pet Aug 17. Rees. Aberdare, Sept 1 at 11. Rosser, Aberdare.
Farmer, Jas, Taunton, Somerset, Bootmaker. Pet Aug 15. Meyler. Taunton, Sept 5 at 3. Trenchard, Taunton.
Govier, Jacob, Taunton, Sawyer. Pet Aug 18. Meyler. Taunton, Sept 5 at 2. Trenchard, Taunton.
Groves, Hy, Crewe, Chester, Beerhouse Keeper. Pet Aug 17. Lpool, Sept 17 at 12. Best, Lpool.
Harding, Thos, Walsall, Stafford, Grocer. Pet Aug 19. Birm, Sept 2 at 11. Brevitt, Darlaston.
Harper, Richd Hill, Bilston, Stafford, Accountant Clerk. Pet July 23. Brown. Wolverhampton, Aug 31 at 12. Fellows, Wolverhampton.
Henderson, John, Caldecote, Warwick, Farm Bailiff. Pet Aug 17. Birm, Sept 2 at 12. Reece & Harris, Birm.
Hercock, Wm, Wolverhampton, Stafford, Horsekeeper. Pet Aug 13. Brown. Wolverhampton, Aug 31 at 12. Bartlett, Wolverhampton.
Hitchcock, Danl, Prisoner for Debt, Dorchester. Adj Aug 10. Exeter, Sept 1 at 12.
Hobson, Alfred John, & John Hy Hobson, Birm, Chandelier Manufacturers. Pet Aug 19. Tudor. Birm, Sept 2 at 12. Beaton, Birm.
Hollingsworth, Geo, Gt Grimsby, Lincoln, Beerhouse Keeper. Pet Aug 14. Daubney. Gt Grimsby, Sept 4 at 11. Beatniffe, Gt Grimsby.
Jacob, Louis, Merthyr Tydfil, Glamorgan, Pawnbroker. Pet Aug 17. Russell. Merthyr Tydfil, Sept 3 at 1.30. Plews, Merthyr Tydfil.
Jacob, Richd, Felinnewydd, Cardigan, Millwright. Pet June 21. Jenkins. Aberystwith, Sept 19 at 9. Atwood, Aberystwith.
James, Thos, Aberystwith, Cardigan, Shoemaker. Pet July 30. Jenkins. Aberystwith, Sept 19 at 9. Hughes, Aberystwith.
Jones, John, Llanbadarnfaur, Cardigan, Innkeeper. Pet July 28. Jenkins. Aberystwith, Sept 19 at 9. Hughes, Aberystwith.
Knight, Geo, Upper House Farm, Usk, Monmouth, Farmer. Pet Aug 17. Wilde. Bristol, Sept 2 at 11. Roberts, Usk.
Lea, Oswald, Burslem, Stafford, out of business. Pet Aug 19. Tudor. Birm, Sept 2 at 12. Rowlands, Birm.
Lockwood, Edward, jun, Armitage Bridge, nr Huddersfield, York, Butcher. Pet Aug 20. Leeds, Sept 14 at 11. Simpson, Leeds.
Mais, Wm, Gt Smeaton, York, Shoemaker. Pet Aug 19. Jefferson. Northallerton, Aug 27 at 11. Waistell, Northallerton.
Manners, Alfred, Westbromwich, Stafford, Oil Merchant. Pet Aug 18. Tudor. Birm, Sept 2 at 12. Jackson, Westbromwich.
Marpuss, Enoch, Bilston, Stafford, Chartermaster. Pet Aug 12. Brown. Wolverhampton, Aug 31 at 12. Stratton, Wolverhampton.
Marsh, Jas Matthew, Cotton, York, Butcher. Pet Aug 17. Bickers. Tadcaster, Sept 2 at 10. Mann, York.
Miller, Geo Welch, Bristol, Artist. Pet Aug 18. Harley. Bristol, Sept 11 at 12. Clifton.
Millward, Hy, Delph, Stafford, Builder. Pet Aug 15. Harward. Stourbridge, Sept 4 at 10. Freer & Perry, Stourbridge.
Nocton, Thos, Bradford, York, Beerhouse Keeper. Pet Aug 14. Bradford, Sept 4 at 9.15. Berry, Bradford.
Oliver, Thos, Treherbert, Glamorgan, Grocer. Pet Aug 10. Wilde. Bristol, Sept 2 at 11. Beckingham, Bristol.
Pate, John, Higher Tranmere, Chester, out of business. Pet Aug 19. Wason. Birkenkead, Sept 4 at 10. Anderson, Birkenhead.
Patton, Thos, Middlesbrough, York, Stone Mason. Pet Aug 18. Leeds, Sept 7 at 11. Fisher, Middlesbrough.
Peacock, Hy Walter, Bridgewater, Somerset, Fishmonger. Pet Aug 18. Lovibond. Bridgewater, Sept 9 at 10. Reed & Cook, Bridgewater.
Perry, Hy, Pensnett, Stafford, Puddler. Pet Aug 18. Harward. Stourbridge, Sept 4 at 10. Collis, Stourbridge.
Peters, Alfred, Brighton, Sussex, Baker. Pet Aug 18. Eversheld. Brighton, Sept 7 at 11. Mills, Brighton.
Pipes, Edward, Prisoner for Debt, Stafford. Adj Aug 13. Hubbersty. Burton-upon-Trent, Aug 31 at 11. Smith, Derby.
Roseeby, John, Appleby, Lincoln, Mining Engineer. Pet Aug 18. Leeds, Sept 9 at 12. Toynbee & Larken, Lincoln.
Scotson, Jas, Lpool, Licensed Victualler. Pet Aug 19. Lpool, Sept 7 at 11. Anderson & Collins, Lpool.
Stokes, Geo, Winford, Somerset, Beerhouse Keeper. Pet Aug 17. Harley. Bristol, Sept 11 at 12. Clifton, Bristol.
Suthers, Hy, Halifax, York, Wholesale Confectioner. Pet Aug 19. Leeds, Sept 14 at 11. Sutcliffe, Halifax.
Thomas, Griffith, Treherbert, Glamorgan, Collier. Pet Aug 17. Rees. Aberdare, Sept 8 at 11. Rosser, Aberdare.
Tregoning, Wm Hy, Goginan, Cardigan, Mining Agent. Pet July 23 Jenkins. Aberystwith, Sept 19 at 11. Atwood, Aberystwith.
Tucker, John, Highbickington, Devon, Cattle Dealer. Pet Aug 15. Price. Torrington, Sept 5 at 1. Flond, Exeter.
Tutt, Geo Marshall, Sandgate, Kent, Journeyman Baker. Pet Aug 18. Brockman. Folkstone, Sept 7 at 3. Minter, Folkestone.
Vaughan, John, Porthcawl, Glamorgan, Grocer. Pet Aug 10. Wilde. Bristol, Sept 2 at 11. Clifton, Bristol.
Wade, Albert, Kenninghall, Norfolk, Beerhouse Keeper. Pet Aug 19. Francklin. Addleborough, Sept 3 at 3. Clowes, New Buckenham.
Weller, Peter, Rochester, Labourer. Pet Aug 18. Acworth. Rochester, Sept 1 at 2. Sharland, Gravesend.
Yates, Alfred, Nottingham, Overlooker. Pet Aug 18 (for pau). Patchitt. Nottingham, Oct 7 at 10.30. Everall, Nottingham.

TUESDAY, Aug. 25, 1868.

To Surrender in London.

Baker, Wm John, Jubilee-st, Commercial-rd East, Painter. Pet Aug 20. Pepys. Sept 10 at 12. Hicks, Coleman-st.
Berrington, John, Abbey-wood Farm, Kent, Clerk in Holy Orders. Pet Aug 20. Pepys. Sept 4 at 1. Noton, Gt Swan-alley, Moorgate-st.
Clement, Robt Hy, Sussex-st, Hoxton, Carpenter. Pet Aug 19. Pepys. Sept 10 at 12. Dobie, Basinghall-st.
Dando, Horace, Redhill, Surrey, out of business. Pet Aug 22. Pepys. Sept 10 at 12. Peckham, Doctor's-commons.
Dickens, Christopher, Bedford-st, Seven Sisters'-rd, Labourer. Pet Aug 21. Pepys. Sept 10 at 11. Rigby, Coleman-st.
Fox, Saml Crane, Prisoner for Debt, London. Pet Aug 20. Pepys. Sept 10 at 11. Lawrance & Co, Old Jewry.
Gains, Alfred, Carter-lane, Tea Dealer. Pet Aug 15. Roche. Sept 10 at 12. Lewis & Co, Old Jewry.
Gee, Wm, Seward-st, Goswell-rd, Printer. Pet Aug 21. Roche. Sept 10 at 11. Jones, New-inn, Strand.
Geyelin, Geo Kennedy, Bridge-avenue, Hammersmith, Architect. Pet Aug 20. Roche. Sept 4 at 12. Deane & Chubb, South-sq, Gray's-inn.
Grace, Hy, Southampton, Butcher. Pet Aug 20. Pepys. Sept 4 at 1. Mackay, Southampton.
Henn, Chas, Fitzroy-pl, Euston-rd, Baker. Pet Aug 20. Sept 4 at 1 Godfrey, Basinghall-st.
Moss, Saml Moses, Jewin-st, Dealer in Woolen Cloths. Pet Aug 3. Sept 16 at 11. Solomon, Finsbury-pl.
Pilfold, Wm Ambrose, Brighton, Grocer. Pet Aug 19. Pepys. Sept 10 at 11. Hickling, Trinity-st, Boro'.
Prior, Wm, Green-lanes, Battersea, Dairyman. Pet Aug 20. Pepys. Sept 4 at 1. Lumley & Lumley, Old Jewry-chambers.
Ratcliff, Joseph, Prisoner for Debt, London. Adj Aug 20. Murray. Sept 10 at 1.
Scroggie Wm Smith, Leadenhall-st, Beer Merchant. Pet Aug 20. Pepys. Sept 4 at 11. Denny, Coleman-st.
Smith, Wm Chas, jun, Old Kent-rd, Provision Dealer. Pet Aug 20. Sept 10 at 12. Nind, Basinghall-st.
Stagland, Jas, Bournemouth-ter, Rye-lane, Peckham, Cheesemonger. Pet Aug 20. Pepys. Sept 10 at 12. Wyatt, Gt James-st, Bedford-row.
Tassell, Thos, Church-st, Deptford, Chemist. Adj Aug 19. Murray. Sept 10 at 1.
Watkins, Reuben, New Kent-rd, Plumber. Pet Aug 19. Pepys. Sept 4 at 12. Faggo, Strand.

To Surrender in the Country.

Allcock, John, Ashill, Norfolk, Wheelwright. Pet Aug 10. Palmer. Swaffham, Aug 28 at 9. Emerson, Norwich.
Baker, John, Lyme Regis, Dorset, Bootmaker. Pet Aug 2. Bond. Axminster, Sept 7 at 3.30. Hiliman, Lyme Regis.
Anthony, Edward Blacker, Yeovil, Somerset, Currier. Pet Aug 12. Exeter, Sept 8 at 2. Clarke, Exeter.
Benton, Joseph, Darlaston, Stafford, Iron Bridge Plater. Pet Aug 20. Walsall, Sept 21 at 12. Sheldon, Wednesbury.
Bottom, Job, Paddock, York, Yeast Dealer. Adj Aug 15. Leeds, Sept 7 at 11.
Bristol, Wm, Stourbridge, Worcester, out of business. Pet Aug 21. Harward. Stourbridge, Sept 11 at 10. Price, Stourbridge.
Cheer, John, Montnessing, Essex, Shopkeeper. Adj Aug 17. Lewis. Brentwood, Sept 5 at 10. Preston, Brentwood.
Cornthwaite, Wm, Sheffield, File Cutter. Pet Aug 21. Leeds, Sept 16 at 12. Sugg, Sheffield.
Curry, Geo, Wells, Somerset, Licensed Victualler. Pet Aug 20. Wilde. Bristol, Sept 4 at 11. Press & Co, Bristol.
Curd, Albert, Hove, Sussex, Butcher. Pet Aug 20. Eversheld. Brighton, Sept 9 at 11. Mills, Brighton.
Dibb, Enos, Idle, York, Grocer. Adj Aug 15. Leeds, Sept 7 at 11. Young, Leeds.
Digges, West Richd, Clifton, Bristol, Dramatic Reader. Pet Aug 22. Wilde. Bristol, Sept 5 at 11. Clifton, Bristol.
Finnemore, Jane, Prisoner for Debt, Bodmin. Adj Aug 8. Exeter, Sept 4 at 12.
Fisher, Alfred, Tunstall, Stafford, Plumber. Pet Aug 22. Challinor. Hanley, Sept 19 at 11. Ward, Longton.
Groves, Hy, Crewe, Chester, Beerhouse Keeper. Pet Aug 17. Lpool, Sept 7. Best, Lpool.
Hamer, David Bowen, Rhayader, Radnor, Builder. Pet Aug 21. Jones. Rhayader, Sept 11 at 12. Jenkins, Llanidloes.
Harris, Wm Jas, Lpool, Merchant. Pet Aug 15. Lpool, Sept 18 at 12. Lace & Co, Lpool.

Hignett, Wm, Lpool, Greengrocer. Pet Aug 20. Hime. Lpool, Sept 4 at 12. Dixon, Lpool.
Hodges, Peter, Leeds, Carpet Manufacturer. Adj Aug 15. Leeds, Sept 7 at 11.
Holden, Jas, Manch, Innkeeper. Pet Aug 20. Fardell. Manch, Sept 7 at 11. Hodgson, Manch.
Holmes, Jas, Prisoner for Debt, York. Adj Aug 15. Bradford, Sept 4 at 9.15. Lees & Senior, Bradford.
Hood, Alfred, Little Bolton, Lancaster, Hat Dealer. Pet Aug 21. Holden. Bolton, Sept 9 at 10. Hinnell & Mangnall, Bolton.
Hornby, Wm, Batley, York, Linen Draper. Pet Aug 21. Leeds, Sept 14 at 11. Rooke, Leeds.
Illingworth, Robt, Little Horton, York, Joiner. Pet Aug 21. Leeds, Sept 7 at 11. Green, Bradford.
Jenvey, Jas Ellis, Wimborne Minster, Accountant. Pet Aug 18. Rawline. Wimborne Minster, Sept 4 at 10. Atkinson, Blandford.
Jerrard, John, Lyme Regis, Dorset, Auctioneer. Pet Aug 21. Exeter, Sept 4 at 12. Tucker, Charmouth.
Kettlewell, John, Darlington, Durham, Joiner. Pet Aug 14. Gibson. Newcastle-upon-Tyne, Sept 4 at 12. Harle & Co, Newcastle-upon-Tyne.
Kimber, John Walter, Prisoner for Debt, Walton. Adj Aug 12. Hime. Lpool, Sept 9 at 12.
Lillie, John, Pendleton, Lancaster, out of business. Pet Aug 21. Fardell. Manch, Sept 8 at 11. Leigh, Manch.
Lowe, Joshua, Moss-side, Lancaster, Provision Dealer. Pet Aug 21. Hulton. Salford, Sept 5 at 9.30. Nuttall, Manch.
Meaker, John, Chilton Polden, Somerset, Baker. Pet Aug 20. Lovibond. Bridgewater, Sept 9 at 10. Reed & Cook, Bridgewater.
Miles, Wm, Worcester, Innkeeper. Pet Aug 20. Crisp. Worcester, Sept 8 at 11. Tree, Worcester.
Murphy, Fras, Middlesbrough, York, Provision Dealer. Pet Aug 22. Crosby. Stockton-on-Tees, Sept 9 at 11. Clemmet, Stockton.
Ogden, Jonathan, Kersley, Lancaster, Coal Dealer. Pet Aug 22. Holden. Bolton, Sept 9 at 11. Hall & Rutter, Bolton.
Oxtoby, Thos Brown, Halifax, York, Journeyman Miller. Pet Aug 20. Dyson. Halifax, Sept 11 at 10. Storey.
Platt, Wm, Manch, Bookkeeper. Pet Aug 20. Kay. Manch, Sept 24 at 9 30. Hogg, Manch.
Scriven, Joseph, Crewkerne, Somerset, Journeyman Butcher. Pet Aug 18. Sparks. Crewkerne, Aug 31 at 11. Budge, Crewkerne
Sheen, Edward, Litchurch, Derby, Baker. Pet Aug 10. Weller Derby, Oct 21 at 12. Briggs, Derby.
Smith, Wm Marsnall, Hulme, Lancaster, Tobacco Merchant. Pet Aug 20. Hulton. Salford, Sept 5 at 9.30. Mann, Manch.
Smith, John, Bishop Auckland, Durham, Grocer. Pet Aug 14. Trotter. Bishop Auckland, Aug 29 at 10. Brignall, Durham.
Swainston, Edward, Darlington, Durham, Builder. Pet Aug 20. Bowes. Darlington, Sept 5 at 10. Hunton, Richmond.
Taylor, Thos Aplin, South Petherton, Somerset, Baker. Pet Aug 22. Exeter, Sept 4 at 12. Peren, South Petherton.
Tetley, John, Birstal, York, Druggist. Adj Aug 15. Leeds, Sept 7 at 11.
Tissington, Walter, Stockport, Chester, Tobacconist. Pet Aug 14. Fardell. Manch, Sept 7 at 11. Milne, Manch.
Webber, Jas, Newport, Devon, Tailor. Pet Aug 21. Bencraft. Barnstaple, Sept 15 at 12. Bencraft, Barnstaple.
Williams, John Worthy, Manch, Stock Broker. Pet Aug 20. Fardell. Manch, Sept 8 at 11. Leigh, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 21, 1868.

West, Wm, London-ter, Hackney-rd, Linen Draper. Aug 13.

TUESDAY, Aug 25, 1868.

Evison, Aaron, & Joseph Carter, jun, Horncastle, Lincoln, Soda Water Manufacturers. Aug 6.
Maude, Fras Cornwallis, Emsworth, Hants, Captain R.A. Aug 20.
Prince, Chas, Manch, Publican. Aug 19.
Yapp, Edward, Leominster, Hereford, Butcher. Aug 20.